

## HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation  
DT1502 10/2010 s.66.29(7) Wis. Stats.

Proposal Number:

Ø 8

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Sheboygan	4560-05-71	WISC 2014 440	City of Plymouth, Mullet River to Suhrke Road	STH 67
Sheboygan	4560-05-72		City of Plymouth, Mullet River to Suhrke Road	STH 67

This proposal, submitted by the undersigned bidder to the Wisconsin Department of Transportation, is in accordance with the advertised request for proposals. The bidder is to furnish and deliver all materials, and to perform all work for the improvement of the designated project in the time specified, in accordance with the appended Proposal Requirements and Conditions.

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: December 9, 2014 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time One-hundred thirteen (113) Working Days	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 6 %	This contract is exempt from federal oversight.

This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the plans, Highway Work Proposal, and all addenda, and has checked the same in detail before submitting this proposal or bid; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal bid.

**Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.**

Subscribed and sworn to before me this date \_\_\_\_\_

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

Notary Seal

\_\_\_\_\_  
(Bidder Signature)

\_\_\_\_\_  
(Print or Type Bidder Name)

\_\_\_\_\_  
(Bidder Title)

### For Department Use Only

Type of Work Pavement removals, structure surface repairs, sanitary sewer, watermain, and storm sewer, common excavation, base aggregate, concrete curb and gutter, concrete pavement, concrete sidewalk, permanent signing, pavement marking.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

If the bidder has a corporate relationship with the proposal design engineering company, the bidder declares that it did not obtain any facts, data, or other information related to this proposal from the design engineering company that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the owner of the work in the event the undersigned shall fail to execute the contract and contract bond and return the same to the office of the engineer within fourteen (14) days after having been notified in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder, if awarded the contract, agrees to begin the work not later than ten (10) days after the date of written notification from the engineer to do so, unless otherwise stipulated in the special provisions.

The bidder declares that if they are awarded the contract, they will execute the contract agreement and begin and complete the work within the time named herein, and they will file a good and sufficient surety bond for the amount of the contract for performance and also for the full amount of the contract for payment.

The bidder, if awarded the contract, shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications for Road and Bridge Construction applicable to this contract.

In connection with the performance of work under this contract, the contractor agrees to comply with all applicable state and federal statutes relating to non-discrimination in employment. No otherwise qualified person shall be excluded from employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, gender, national origin or ancestry, disability, arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, membership in the military reserve, honesty testing, genetic testing, and outside use of lawful products. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to ensure equal opportunity in employment to all applicants and employees and to take affirmative action to attain a representative workforce.

The contractor agrees to post notices and posters setting forth the provisions of the nondiscrimination clause, in a conspicuous and easily accessible place, available for employees and applicants for employment.

If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

## BID PREPARATION

### **Preparing the Proposal Schedule of Items**

#### **A General**

- (1) Obtain bidding proposals as specified in **section 102** of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
  1. Electronic bid on the internet.
  2. Electronic bid on a printout with accompanying diskette or CD ROM.
  3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm>. The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (\*.ebs or \*.00x) is used to submit the final bid.
- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](http://www.bidx.com) web site or by contacting:

Info Tech Inc.  
5700 SW 34th Street, Suite 1235  
Gainesville, FL 32608-5371  
email: <mailto:customer.support@bidx.com>

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm> or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

#### **B Submitting Electronic Bids**

##### **B.1 On the Internet**

- (1) Do the following before submitting the bid:
  1. Have a properly executed annual bid bond on file with the department.
  2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in **102.6** and **102.9** of the standard specifications, submit the proposal on the internet as follows:

1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
  2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
  4. Submit the bid before the hour and date the Notice to Contractors designates.
  5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

## **B.2 On a Printout with Accompanying Diskette or CD ROM**

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at <http://www.dot.wisconsin.gov/business/engrserve/bid-letting-information.htm>. Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

### **C Waiver of Electronic Submittal**

- (1) The bidder may request a waiver of the electronic submittal requirements. Submit a written request for a waiver in lieu of bids submitted on the internet or on a printout with accompanying diskette or CD ROM. Use the waiver that was included with the paper bid document sent to the bidder or type up a waiver on the bidder's letterhead. The department will waive the electronic submittal requirements for a bidding entity (individual, partnership, joint venture, corporation, or limited liability company) for up to 4 individual proposals in a calendar year. The department may allow additional waivers for equipment malfunctions.
- (2) Submit a schedule of items on paper conforming to [section 102](#) of the standard specifications. The department charges the bidder a \$75 administrative fee per proposal, payable at the time and place the department designates for receiving bids, to cover the costs of data entry. The department will accept a check or money order payable to: "Wisconsin, Dept. of Transportation."
- (3) In addition to the reasons specified in [section 102](#) of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  1. The bidder fails to provide the written request for waiver of the electronic submittal requirements.
  2. The bidder fails to pay the \$75 administrative fee before the time the department designates for the opening of bids unless the bidder requests on the waiver that they be billed for the \$75.
  3. The bidder exceeds 4 waivers of electronic submittal requirements within a calendar year.
- (4) In addition to the reasons specified in [section 102](#) of the standard specifications, the department may refuse to issue bidding proposals for future contracts to a bidding entity that owes the department administrative fees for a waiver of electronic submittal requirements.





# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

Proposal Number	Project Number	Letting Date
Name of Principal		
Name of Surety	State in Which Surety is Organized	

We, the above-named Principal and the above-named Surety, are held and firmly bound unto the State of Wisconsin in the sum equal to the Proposal Guaranty for the total bid submitted for the payment to be made; we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. The condition of this obligation is that the Principal has submitted a bid proposal to the State of Wisconsin acting through the Department of Transportation for the improvement designated by the Proposal Number and Letting Date indicated above.

If the Principal is awarded the contract and, within the time and manner required by law after the prescribed forms are presented for signature, enters into a written contract in accordance with the bid, and files the bond with the Department of Transportation to guarantee faithful performance and payment for labor and materials, as required by law, or if the Department of Transportation shall reject all bids for the work described, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event of failure of the Principal to enter into the contract or give the specified bond, the Principal shall pay to the Department of Transportation **within 10 business days of demand** a total equal to the Proposal Guaranty as liquidated damages; the liability of the Surety continues for the full amount of the obligation as stated until the obligation is paid in full.

The Surety, for value received, agrees that the obligations of it and its bond shall not be impaired or affected by any extension of time within which the Department of Transportation may accept the bid; and the Surety does waive notice of any such extension.

IN WITNESS, the Principal and Surety have agreed and have signed by their proper officers and have caused their corporate seals to be affixed this date: **(DATE MUST BE ENTERED)**

## PRINCIPAL

\_\_\_\_\_  
(Company Name) **(Affix Corporate Seal)**

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

## NOTARY FOR PRINCIPAL

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

\_\_\_\_\_  
(Name of Surety) **(Affix Seal)**

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

## NOTARY FOR SURETY

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

**IMPORTANT: A certified copy of Power of Attorney of the signatory agent must be attached to the bid bond.**



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

Time Period Valid (From/To)	
Name of Surety	
Name of Contractor	
Certificate Holder	Wisconsin Department of Transportation

This is to certify that an annual bid bond issued by the above-named Surety is currently on file with the Wisconsin Department of Transportation.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the annual bid bond.

**Cancellation:** Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)



## March 2010

## LIST OF SUBCONTRACTORS

Section 66.0901(7), Wisconsin Statutes, provides that as a part of the proposal, the bidder also shall submit a list of the subcontractors the bidder proposes to contract with and the class of work to be performed by each. In order to qualify for inclusion in the bidder's list a subcontractor shall first submit a bid in writing, to the general contractor at least 48 hours prior to the time of the bid closing. The list may not be added to or altered without the written consent of the municipality. A proposal of a bidder is not invalid if any subcontractor and the class of work to be performed by the subcontractor has been omitted from a proposal; the omission shall be considered inadvertent or the bidder will perform the work personally.

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 108.1 of the Standard Specifications.

[illegible]

**DECEMBER 2000**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR-1273 - "Required Contract Provisions Federal Aid Construction Contracts," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 4560-05-71 and 4560-05-72, City of Plymouth, Mullet River – Suhrke Road, STH 67, Sheboygan County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2015 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20140630)

### **2. Scope of Work.**

The work under this contract shall consist of pavement removals, structure surface repairs, sanitary sewer, watermain, and storm sewer, common excavation, base aggregate, concrete curb and gutter, concrete pavement, concrete sidewalk, permanent signing, pavement marking and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

### **3. Prosecution and Progress.**

Begin work within ten calendar days after the engineer issues a written notice to do so.

Provide the time frame for construction of the project within the 2015 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

To revise the time frame, submit a written request to the engineer at least two weeks before the beginning of the intended time frame. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

At the beginning of the all stage 1 construction operations, close STH 67 from the beginning of the project to Caroline Street. The Caroline Street and Mill Street intersections shall remain open to traffic during stage 1 operations. Stage 1 shall be

completed in a maximum of 38 working days. Do not reopen until completing the following work: all Stage 1 work which includes, but is not limited to removing pavement, excavation common, Structure B-59-0138 repairs, watermain and sanitary sewer replacement, storm sewer replacement, base aggregate, concrete pavement, concrete sidewalk, permanent signing, pavement marking and restoration. The railroad crossing pavement marking located on Milwaukee Street between Mill Street and Main Street shall be placed prior to the completion of Stage 1 so the railroad marking is in place prior to the detour using this location during Stage 2 construction.

If the contractor fails to complete the work necessary to reopen STH 67 from the beginning of the project to Caroline Street (but not including the Mill Street and Caroline Street intersection) within 38 working days, the department will assess the contractor \$3,380 in interim liquidated damages for each working day contract work remains incomplete beyond 38 working days. An entire working day will be charged for any period of time within a working day that the road remains closed beyond 12:01 AM.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

#### **4. Traffic.**

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and as described herein.

Submit to the engineer for approval a detailed traffic control plan if different than the traffic control plan provided in the plan set. This plan is to be submitted ten days prior to the pre-construction conference.

Maintain emergency and local vehicular access at all times to all driveways located along STH 67 unless otherwise noted in the plans. Notify the property occupant five days in advance of the driveway reconstruction to verify closure or staged driveway construction methods. Driveway approaches to commercial businesses shall be constructed in stages or temporary access provided such that access to commercial property is provided at all times during the life of the project. Temporary access may be constructed with base course at the contract unit price for Base Aggregate Dense 1 ¼ -inch. At least one access to businesses shall be maintained at all times.

Coordination is required with the City of Plymouth Fire Department located on the southeast corner of STH 67 (Caroline Street) and Main Street. The intersection at STH 67 (Caroline Street) and Main Street shall remain open at all times. Pavement gaps are included.

The intersection at STH 67 (Milwaukee Street) and Suhrke Road shall remain open at all times for access to the school. Pavement gaps are included.

Use drums, barricades, cones, flaggers or temporary fencing, in addition to the traffic control shown in the plans, to delineate and or protect the public from temporary hazards in the work zone. Protect hazards such as; exposed excavations, drop offs, construction equipment and operations and any other hazardous condition that is caused by the construction activity. All costs for the use of such devices are incidental to the operation that creates the hazard.

Notify the Sheboygan County Sheriff and City of Plymouth police and fire departments 48 hours in advance of any traffic switches or road closures.

### **Stage 1 Detour**

The Detour Route for northbound STH 67 in Stage 1 is from STH 67 south of the project to CTH PP east, to CTH E north, to CTH C west, back to STH 67 at the Mill Street and Caroline Street intersection. The reverse route will be used for southbound STH 67 traffic.

### **Stage 2 Detour**

The Detour Route for northbound STH 67 in Stage 2 is from the Mill Street and Milwaukee Street intersection is CTH C north, to STH 23 east, back to STH 67 at the STH 23/67 interchange. The reverse route will be used for southbound STH 67 traffic.

### **Wisconsin Lane Closure System Advanced Notification**

Provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System.

Lane closures (without width, height or weight restriction)	3 business days
Service Ramp closures	3 business days
Extended closure hours	3 business days
System Ramp closures	7 calendar days
Local Street openings/closings	7 calendar days
Lane closures (with width, height or weight restriction)	14 calendar days
Project Start	14 calendar days
Full Freeway closures	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Notify the engineer if there are any changes in the schedule, early completions, or cancellations for scheduled work.

### **Portable Changeable Message Signs – Message Prior Approval**

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 492-5641 (secondary contact number is (920) 492-7719) three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

The Portable Changeable Message Signs shall be deployed for seven calendar days before project start-up, lane closures and/or other road closures.

## **5. Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 67 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday May 22, 2015 to 6:00 AM Tuesday May 26, 2015 for Memorial Day;
- From noon Thursday, July 2, 2015 to 6:00 AM Monday, July 6, 2015 for Independence Day;
- From noon Thursday, September 3, 2015 to 6:00 AM Tuesday, September 8, 2015 for Labor Day.

107-005 (20050502)

## **6. Railroad Insurance and Coordination.**

### **A Description**

Comply with standard spec 107.17 for all work affecting Wisconsin and Southern Railroad Company property and any existing tracks.

### **A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin and Southern Railroad Company.

Notify evidence of the required coverage, and duration to Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co. at 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2044 or (414) 438-8820, Ext. 4201; FAX (608) 243-9225; email [rschaalma@watcocompanyies.com](mailto:rschaalma@watcocompanyies.com). Include the following information on the insurance document:

Project 4560-05-71 and 72

Route Name STH 67, City of Plymouth, Mullet River – Suhrke Road

Crossing ID 387096M STH 67 and 387094Y Milwaukee Street

Railroad Subdivision Plymouth

Railroad Milepost 139.41 and 139.51

### **A.2 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None.

### **A.3 Names and addresses of Railroad Representatives for Consultation and Coordination**

Contact Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co. at 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2044 or (414) 438-8820, Ext. 4201; FAX (608) 243-9225; email [rschaalma@watcocompanyies.com](mailto:rschaalma@watcocompanyies.com).

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

### **A.4 Temporary Grade Crossing**

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 several weeks prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

### **A.5 Train Operation**

Approximately 2 through freight trains operate daily through the construction site. Through freight trains operate at up to 10 mph. In addition to through movements there are switching movements at slower speeds.

## **7. Utilities.**

This contract does not come under the provision of Administrative Rule Trans 220. 107-065 (20080501)

There are underground and overhead facilities located within the project limits. There are known utility adjustments required for the construction project as noted below. Contractor shall coordinate construction activities with Diggers Hotline and shall directly contact the utilities, which have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Bidders are advised to contact each utility company listed in the plans, prior to preparing their bids, to obtain current information on the status of any utility relocation work stated herein.

**Frontier Communications (communication line)** – has facilities within the project limits. No conflicts are anticipated. The field contact for this project is: Ryan Osness, 118 Division Street, Plymouth, WI 53073, (920) 893-7455, (920) 246-3530 (mobile), [ryan.d.osness@ftr.com](mailto:ryan.d.osness@ftr.com).

**Plymouth Utilities (communication line)** – has facilities within the project limits. No conflicts are anticipated.

One existing underground fiber facility was not located on the plans. The underground fiber facility runs through a 2-inch orange conduit. It begins at Station 158+20, 33'RT to Station 159+25, 32'RT. It crosses Mill Street at Station 159+25, LT and continues north along the terrace of Caroline Street to Station 160+80, 24-26'LT. It crosses Caroline Street at Station 160+80, RT.

The field contact for this project is: James R. Peterson, 900 CTH PP, Plymouth, WI 53073, (920) 893-1471, (920) 946-1953 (mobile), [jpeterson@plymouthutilities.com](mailto:jpeterson@plymouthutilities.com).

**Plymouth Utilities (electricity)** – has facilities within the project limits.

The field contact for this project is: James R. Peterson, 900 CTH PP, Plymouth, WI 53073, (920) 893-1471, (920) 946-1953 (mobile), [jpeterson@plymouthutilities.com](mailto:jpeterson@plymouthutilities.com).

**Plymouth Utilities (sewer)** – has facilities within the project limits. The existing sanitary sewer along STH 67 from the intersection of N. Milwaukee/Mill Street (Station 156+38) will be replaced to approximately the intersection of N. Milwaukee/Elizabeth Street (Station 171+82) with an additional length of replacement along N. Milwaukee Street from Station 194+00 to Station 195+24. New laterals will be replaced from the sanitary sewer main to approximate location of water main curb stop.

The sanitary sewer replacement will be performed prior to roadway construction under WisDOT construction Project: 4560-05-72.

The field contact for this project is: William Immich, 900 CTH PP, Plymouth, WI 53073, (920) 893-1471, [wimmich@plymouthutilities.com](mailto:wimmich@plymouthutilities.com).

**Plymouth Utilities (water)** – has facilities within the project limits. New water main will be placed along STH 67 from the intersection of N. Milwaukee/Mill Streets (Station 156+00) to the intersection of N. Milwaukee Street/Suhrke Road (Station 196+50). Existing water main will be discontinued in-place. Existing hydrants will be replaced and existing laterals will be relayed from the water main up to and including the replacement of curb stops.

The water main replacement will be performed prior to roadway construction under WisDOT construction Project: 4560-05-72.

The field contact for this project is: William Immich, 900 CTH PP, Plymouth, WI 53073, (920)893-1471, [wimmich@plymouthutilities.com](mailto:wimmich@plymouthutilities.com).

**Time Warner Cable (communication line)** – has facilities within the project limits. Time Warner Cable will relocate the existing UG vault located at the NW corner of the N. Milwaukee Street and W. Elizabeth Street intersection. It is in conflict with the proposed new pedestrian ramp. The new vault will be placed along the east side of the existing sidewalk, which is north from its current location, at Station 172+25.

Time Warner Cable's existing aerial plant is attached to Plymouth Utility poles.

Time Warner Cable will have their proposed relocations completed prior to construction.

One existing underground fiber facility was not located on the plans. The underground fiber facility is under the west sidewalk of N. Milwaukee Street from Station 172+00 to Station 187+15.

The field contact for this project is: Steve Cramer, 1320 N. Dr. Martin Luther King Jr. Drive, Milwaukee, WI 53212, (414) 277-4045, (414) 688-2385 (mobile), [steve.cramer@twcable.com](mailto:steve.cramer@twcable.com).

**Wisconsin Public Service Corporation (gas/petroleum)** – has facilities within the project limits. They have replacements, abandonments, and installations as follows:

- Replace 4-inch steel gas main with 4-inch plastic gas main on Mill Street from west project limits to east project limits of Mill Street. Install under the sidewalk on the south side.
- Replace 2-inch steel main from approximately Station 161+00 to Station 167+50 with 2-inch main and locate under west sidewalk.
- Abandon 2-inch gas main crossing at approximately Station 169+00.
- Replace 1-inch main crossing at Caroline Street just north of Elizabeth Street with a 2-inch main and move it to the north of the storm sewers.
- Install new 2-inch main across Milwaukee Street on the south side of Elizabeth Street under the south sidewalk.
- Abandon gas main in place from approximately Station 172+00 to Station 174+50 on the west side of the road. Install new gas service crossings at approximately Station 173+00 and Station 173+75.
- Replace 1-inch main from approximately Station 174+25 to Station 180+00 on the west side of the road with 2-inch main under west sidewalk. Abandon 2-inch main crossing at approximately Station 174+75.
- Abandon in place 1-inch gas main approximately Station 181+30 to Station 184+50 on the west side of the road. Install new service crossing approximately Station 182+60 and Station 183+40.
- Install new 2-inch main under west sidewalk from approximately Station 184+50 to 186+10.
- Abandon in place 1-inch gas main on west side of road from approximately Station 185+50 to Station 189+10. Install new service crossings at approximately Station 186+50, Station 187+25, and Station 188+25.
- Replace 4-inch steel main with 4-inch plastic main from Station 195+00 to Station 198+50. Install approximate 30-feet left and 6-feet deep under new storm sewer on NW corner.

The field contact for this project is: Mike Lowther, 933 S. Wildwood Avenue, Sheboygan, WI 53081, (920) 451-3743, (920) 946-3198 (mobile), [mllowther@wisconsinpublicservice.com](mailto:mllowther@wisconsinpublicservice.com).



## **8. Work by Others.**

The City of Plymouth will remove city signs and reinstall them after the project is complete. Coordinate with the City of Plymouth on the exact signs. Contact Bill Immich, City of Plymouth Department of Public Works, 900 CTH PP, Plymouth, Wisconsin 53073, (920) 893-1471.

Project 4550-06-71 (CTH PP intersection reconstruction) and 4560-05-73 (STH 67 resurfacing from 500' north of CTH PP intersection to 400' north of South River Drive) on STH 67 south of this project will be constructed during the same construction season. The contractor shall coordinate detour signing and traffic control with these projects to ensure a safe and continuous detour route is in place at all times. Contact Paul Brauer at the department at (920) 492-0135 for construction schedules for project 4550-06-71 and project 4560-05-73.

## **9. Hauling Restrictions.**

Access to STH 67 for the delivery or hauling of construction materials for this project shall be determined by the engineer and approved by the City of Plymouth.

The contractor shall provide personnel to control the movement of trucks entering and leaving the work sites adjacent to public areas.

Equip all vehicles traveling on public roads that are hauling materials or removals that are subject to spillage, either by wind or vibrations, with tailgates and adequate sideboards. Use canvas covers and any other protective devices to prevent spillage as determined necessary by the engineer.

## **10. Public Convenience and Safety.**

*Revise standard spec 107.8(6) as follows:*

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.  
107-001 (20060512)

## **11. Coordination with Businesses.**

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting prior to the start of work under this contract and hold two meetings per month thereafter.  
108-060 (20030820)

The City of Plymouth School District and companies supplying bussing services for the school district shall be invited to attend the meeting.

## **12. Survey Monument Coordination.**

The contractor is to notify the Northeast Regional Survey Coordinator, Cormac McInnis at (920) 492-5638 at least 30 days prior to the beginning of construction activities. The Regional Survey Coordinator will then make the arrangements to have the Public Land Survey Monument and Landmark Reference Monuments tied out.

After the majority of construction is complete (prior to restoration) the contractor is again to notify the Survey Coordinator that the site is ready for the replacement of the monuments. The Survey Coordinator will then make arrangements to have the Public land Survey Monument and Landmark Reference Monuments reset.

## **13. Municipality Acceptance of Sanitary Sewer and Water Main Construction.**

Both the department and City of Plymouth personnel will inspect construction of sanitary sewer and water main under this contract. However, construction staking, testing, and final acceptance of the sanitary sewer and water main construction will be by the City of Plymouth.

105-001 (20061009)

## **14. Construction Over or Adjacent to Navigable Waters.**

*Supplement standard spec 107.19 with the following:*

The Mullet River is classified as a navigable waterway.

107-060 (20040415)

## **15. Notice to Contractor – Contamination Within Construction Limits.**

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following site:

1. Approximately 20 north of the center of the Milwaukee Street/Mill Street intersection to the north construction limit and extends the width of the Milwaukee Street right-of-way at a depth of approximately 6 feet (pre-construction) to the depth of excavation at that location.

The contaminated soils at the above sites that are within the excavation limits of this project will be removed as part of this contract. It is estimated that 110 Tons of material will be removed and paid for by Item 205.0501.S.

Provide the engineer with a written notice at least 10 calendar days prior to the schedule date of beginning work in the contaminated areas.

The Hazardous Materials Report is available by contacting Kathie VanPrice, Wisconsin Department of Transportation, Environmental Coordinator, 944 Vanderperren Way, Green Bay, Wisconsin, 54304, (920) 492-7175.

## **16. Clearing and Grubbing.**

Complete work in accordance to standard spec 201 and as herein provided.

Avoid cutting, pruning, or wounding oak trees from April 15 to July 15. Conform to standard spec 201.3 to prevent the spread of oak wilt by treating all cut surfaces and abrasions sustained between April 1 and September 30 by healthy oak trees and saplings with a thorough application of tree paint immediately upon discovering the wound.

*Revise standard spec 201.3 as follows:*

Burning of stumps, roots, brush, waste logs and limbs, timber tops, and debris resulting from clearing and grubbing is not allowed.

*Supplement standard spec 201.3 as follows:*

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus*, sp) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees include the following species:

Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.

Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.

Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance.

Mountain ash (*Sorbus Americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

**Follow and obey the following Wisconsin Department of Agriculture, Trade, and Consumer Protection order:**

ATCP 21.17 Emerald ash borer; import controls and quarantine.

IMPORTING OR MOVING REGULATED ITEMS FROM INFESTED AREAS; PROHIBITION. Except as provided in sub. (3), no person may do any of the following:

- (a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.
- (b) Move any regulated item under sub. (2) out of an emerald ash borer regulated area that is identified in 7CFR 301.53-3 and located in this state.

Note: the United States Department of Agriculture-Animal and Plant Health Inspection Service (USDA-APHIS) periodically updates the list of regulated areas in 7CFR 301.53-3. Subsection (1) applies to new regulated areas as those areas are identified in the CFR.

REGULATED ITEMS. The following are regulated items for purposes of sub. (1): the emerald ash borer, *Agrilus planipennis* (Fairmaire) in any living stage.

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.

Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

**Regulatory Considerations**

The quarantine means that ash wood products may not be transported out of the quarantined area.

If ash trees are identified within clearing and grubbing limits of the Project, the following measures are required for the disposal:

**Chipped ash trees**

May be left on site if used as landscape mulch within the project limits.

May be buried on site within the right-of-way in accordance to standard spec 201.3 (14).

May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer in accordance to standard spec 201.3 (15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance to standard spec 201.3 (15).

Burning chips is optional if in compliance with standard spec 201.3.

Chips must be disposed of immediately and may not be stockpiled.

Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

**Ash logs, branches, and roots**

May be buried without chipping within the existing right-of-way or on adjacent properties in accordance to standard spec 201.3 (14)(15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance to standard spec 201.3 (15).

Burning is optional if in compliance with standard spec 201.3.

Ash logs, branches, and roots must be disposed of immediately and may not be stockpiled.

All additional costs will be incidental to clearing and grubbing items.

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at (800) 303-WOOD.

**Furnishing and Planting Plant Materials**

This applies to projects in the emerald ash borer (EAB) quarantined zones to include Fond du Lac, Ozaukee, Sheboygan, and Washington counties.

*Supplement standard spec 632.2.2 with the following:*

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus*, sp) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees may be obtained from inside or outside the quarantine area and planted within the quarantined area. Ash trees from within the quarantine area may not be transported and planted into the non-quarantined area.

**Updates for compliance**

Each year, as a service, the Wisconsin Department of Agriculture, Trade and Consumer Protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the department's website at **[www.datcp.state.wi.us](http://www.datcp.state.wi.us)**. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the department. Persons may request update notices by calling (608) 224-4573, by visiting the department's website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection  
Division of Agricultural Resource Management  
P.O. Box 8911  
Madison WI 53708-8911

(2) REGULATED ITEMS. More frequent updates, if any, are available on the department's website at [www.datcp.state.wi.us](http://www.datcp.state.wi.us). Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the department. Persons may request update notices by calling (608) 224-4573, by visiting the department's website, or by writing to the above address. (NER11-0308)  
208-005

## **17. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.**

### **A Description**

#### **A.1 General**

This special provision describes excavating, segregating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility. The closest DNR approved bioremediation facilities are:

Advanced Disposal Hickory Meadows Landfill  
W3105 Schneider Road  
Hilbert, Wisconsin 54129

Waste Management Ridgeview Landfill  
6207 Hempton Lake Road  
Whitelaw, Wisconsin 54247

Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

This special provision also describes pumping and disposing of contaminated groundwater (if dewatering is necessary).

Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 100-299 of the Wisconsin Administrative Code, as supplemented herein. Perform all work necessary to control, handle, and dispose of groundwater and surface water, and all other water that may be encountered within contaminated areas, as required for performance of the work.

#### **A.2 Notice to the Contractor – Contaminated Soil and Groundwater Location(s)**

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil and/or groundwater is present at the following location:

The soil management area is located approximately 20 north of the center of the Milwaukee Street/Mill Street intersection to the north construction limit and extends the width of the Milwaukee Street right-of-way at a depth of approximately 6 feet (pre-construction) to the depth of excavation at that location.

The estimated volume of contaminated soil to be excavated by the contractor at this location is approximately 78 cubic yards (approximately 110 tons using a multiplier of 1.4 tons/cubic yard).

Contaminated soils and/or groundwater and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soils and/or groundwater and/or USTs are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Contaminated soil and/or groundwater at other locations shall be managed by the contractor under this contract. USTs will be removed by others.

For further information regarding previous investigation and remediation activities at these sites contact:

Name: Kathie VanPrice  
Wisconsin DOT, Northeast Region  
Address: 944 Vanderperren Way  
Green Bay, WI 54324  
Phone: (920) 492-7175  
Fax: (920) 492-5640  
E-mail: [Kathie.vanprice@dot.state.wi.us](mailto:Kathie.vanprice@dot.state.wi.us)

### **A.3 Coordination**

Coordinate work under this contract with the environmental consultant retained by the department. Contact Kathie VanPrice for the environmental consultant contact information.

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the bioremediation facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.
5. Identifying contaminated groundwater to be pumped for treatment and disposal (if dewatering is necessary).

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed. Do not transport contaminated soil or pump contaminated groundwater offsite without prior approval from the environmental consultant.

#### **A.4 Protection of Groundwater Monitoring Wells**

Groundwater monitoring wells may be present within the construction limits. Protect all groundwater monitoring wells to maintain their integrity. Adjust wells that do not conflict with utilities, structures, curb and gutter, etc. to be flush with the final grade. For wells that conflict with the previously mentioned items, notify the environmental consultant, and coordinate with the environmental consultant the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating the locations of all known monitoring wells, if requested by the contractor.

#### **A.5 Excavation Management Plan Approval**

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Kathie VanPrice with the department, at (920) 492-7175.

#### **A.6 Health and Safety Requirements for Workers Remediating Contamination**

*Supplement standard spec 107.1 with the following:*

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.



Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

Disposal of petroleum-contaminated soil at the bioremediation facility is subject to the facility's safety policies.

## **B (Vacant)**

## **C Construction**

*Supplement standard spec 205.3 with the following:*

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

On the basis of the results of such field-screening, the material will be designated for disposal as follows:

Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or

Low-level contaminated material (PID readings less than 10 ppm and no observation of staining or petroleum odor) for reuse as fill within the construction limits, or

Contaminated soil (significant petroleum odor, staining, and/or PID readings greater than 10 ppm) for off-site treatment and disposal at the WDNR-licensed bioremediation facility, or

Potentially contaminated material for temporary stockpiling and additional characterization prior to disposal

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 250 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material in

accordance to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the DNR approved bioremediation facility. Verify that vehicles used to transport contaminated material are licensed for such activity in accordance to applicable state and federal regulations. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer.

Groundwater may be present within the construction limits. Water generated during dewatering operations (if necessary) is expected to be permitted to discharge to the surface except in the contaminated areas.

If dewatering of groundwater is required at any of the petroleum- or lead-impacted sites, it shall be hauled to the Green Bay Municipal Sewerage District's Green Bay Facility (GBMSD) per the following provisions:

- Notify GBMSD Pretreatment Program Coordinator Bill Oldenburg at (920) 438-1079 when dewatering of contaminated groundwater is required.
- Provide container and pump the groundwater for temporary storage. Collect one or more samples as necessary to be representative of the water. Send samples to a certified WI laboratory. Samples shall be tested for:

Constituent	GBMSD Limit
Total BTEX	1.0 mg/L
Arsenic	0.5 mg/L
pH	5.0 to 10.0 s.u.
Benzene	0.5 mg/L
GRO	
DRO	
PCE	
TCE	
cis-1,2-DCE	
trans-1,2-DCE	
Vinyl chloride	

- Send test results to GBMSD Pretreatment Program Coordinator for approval to haul groundwater to the GBMSD.
- With approval, groundwater may be hauled to the GBMSD and discharged between 7:30 a.m. and 8:30 a.m. on Monday through Friday.
  - Water will be tested for lower explosive limit (LEL) during discharge to the GBMSD. Water will not be accepted if two consecutive air monitor readings are above 5% LEL or if any reading is above 10% LEL.
- Do not discharge grit (such as sand, sediment, detritus, etc.) to the GBMSD. Ensure sediment is not pumped from the holding tank into the hauling vehicle.
- Petroleum free product will not be accepted by the GBMSD under any circumstances.
- Document compliance with the GBMSD requirements, including sample laboratory analytical results and quantity hauled. Contractor shall be responsible for dewatering, storing, and analyzing samples prior to hauling. Provide copies of compliance documentation to the engineer.
- The water will be hauled to the GBMSD at the contractor's cost.
- Pay for discharge of contaminated water to the sanitary sewer as required by the GBMSD.

Minimize infiltration of surface water into the excavations in areas of known contamination by minimizing the amount of open trenches, constructing diversion berms, and implementing other controls. If surface water infiltrates excavations and dewatering is required, the water may be discharged to surface water only if:

- Meet all applicable requirements of the Wisconsin Pollution Discharge Elimination System (WPDES) for contaminated groundwater from remedial action operations. This includes, but is not limited to, pretreatment of water in order to meet WPDES discharge requirements. Perform all necessary monitoring to document compliance with WPDES requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with WPDES requirements.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

#### **D Measurement**

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility. Load tickets must be delivered to the engineer within 10 business days of the date on which the soil was accepted by the bioremediation facility. The Management of Petroleum Contaminated Groundwater is considered incidental to the other items in the contract.

#### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
205.0501.S	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	Ton

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; dewatering of soils prior to transport, if necessary; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

205-003 (20080902)

### **18. QMP Base Aggregate.**

#### **A Description**

##### **A.1 General**

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  1. Production and placement control and inspection.
  2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>

## **A.2 Contractor Testing for Small Quantities**

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:
  1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.
  2. Divide the aggregate into uniformly sized sublots for testing as follows:

<b>Plan Quantity</b>	<b>Minimum Required Testing</b>
≤ 1500 tons	One test from production, load-out, or placement at the contractor's option <sup>[1]</sup>
> 1500 tons and ≤ 6000 tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option <sup>[1]</sup>
> 6000 tons and ≤ 9000 tons	Three placement tests <sup>[2][3]</sup>

<sup>[1]</sup> If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.

<sup>[2]</sup> For 3-inch material, obtain samples at load-out.

- [3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
  - 3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
  - 4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

### **B.1 Quality Control Plan**

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:
  - 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
  - 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
  - 3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
  - 4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
  - 5. Descriptions of stockpiling and hauling methods.
  - 6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
  - 7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

### **B.2 Personnel**

- (1) Have personnel certified under the department's highway technician certification program (HTCP) perform sampling, testing, and documentation as follows:

<b>Required Certification Level:</b>	<b>Sampling or Testing Roles:</b>
Aggregate Technician IPP Aggregate Sampling Technician Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling <sup>[1]</sup>
Aggregate Technician IPP Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Gradation Testing, Aggregate Fractured Particle Testing, Aggregate Liquid Limit and Plasticity Index Testing

<sup>[1]</sup> Plant personnel under the direct observation of an aggregate technician certified at level one or higher may operate equipment to obtain samples.

- (2) A certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

### **B.3 Laboratory**

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:  
Materials Management Section  
3502 Kinsman Blvd.  
Madison, WI 53704  
Telephone: (608) 246-5388  
<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

### **B.4 Quality Control Documentation**

#### **B.4.1 General**

- (1) Submit base aggregate placement documentation to the engineer within 10 business days after completing base placement. Ensure that the submittal is complete, neatly organized, and includes applicable project records and control charts.

#### **B.4.2 Records**

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

#### **B.4.3 Control Charts**

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.

- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
  1. Contractor individual QC tests.
  2. Department QV tests.
  3. Department IA tests.
  4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

## **B.5 Contractor Testing**

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:



Gradation..... AASHTO T 27  
Material finer than the No. 200 sieve..... AASHTO T 11

- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  1. Control limits are at the upper and lower specification limits.
  2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
  3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
  4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

#### **B.6.2 Fracture**

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.
- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

#### **B.6.3 Liquid Limit and Plasticity**

- (1) Test the liquid limit and plasticity according to AASHTO T 89 and T 90.
- (2) Ensure the material conforms to the limits specified in standard spec table 301-2.

### **B.7 Corrective Action**

#### **B.7.1 General**

- (1) Consider corrective action when the running average trends toward a warning limit. Take corrective action if an individual test exceeds the contract specification limit. Document all corrective actions both in the project records and on the appropriate control chart.

### **B.7.2 Placement Corrective Action**

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
  1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
  2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
  3. The fracture control limit is exceeded by more than 10.0 percent.

## **B.8 Department Testing**

### **B.8.1 General**

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within 2 business days after the department obtains the sample.

## **B.8.2 Verification Testing**

### **B.8.2.1 General**

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  1. One non-random test on the first day of placement.
  2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

### **B.8.3 Independent Assurance**

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
  1. Split sample testing.
  2. Proficiency sample testing.
  3. Witnessing sampling and testing.
  4. Test equipment calibration checks.
  5. Reviewing required worksheets and control charts.
  6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

## **B.9 Dispute Resolution**

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **C (Vacant)**

## **D (Vacant)**

## **E Payment**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20100709)

## **19. QMP Ride; Incentive IRI Ride, Item 440.4410.S.**

### **A Description**

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements. Include auxiliary lanes in Category I and II segments; crossroads with county, state or U.S. highway designations greater than 1500 feet in continuous length; bridges, bridge approaches; and railroad crossings. Exclude roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections.
- (3) The engineer may direct straightedging under standard spec 415.3.10 for pavement excluded from localized roughness under C.5.2 (1); for bridges; and for roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections. Other surfaces being tested under this provision are exempt from straightedging requirements.

### **B (Vacant)**

### **C Construction**

#### **C.1 Quality Control Plan**

- (1) Submit a written quality control plan to the engineer at or before the pre-pave meeting. Ensure that the plan provides the following elements:
  1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of all quality control personnel.
  2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
  3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process. Also indicate the approximate timing of acceptance testing in relation to the paving operations.
  4. The segment locations of each profile run used for acceptance testing.
  5. Traffic Control Plan

#### **C.2 Personnel**

- (1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and analyze the results using the methods taught in the HTCP profiling course. Ensure that an HTCP-certified profiler operator supervises data entry into the material records system (MRS).

### **C.3 Equipment**

- (1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site:  
<http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm>
- (2) Unless the engineer and contractor mutually agree otherwise, arrange to have a calibrated profiler available when paving the final riding surface.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer before performing the calibration verification. If the engineer requests, arrange to have the engineer observe the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.

### **C.4 Testing**

#### **C.4.1 Run and Reduction Parameters**

- (1) Enter the equipment-specific department-approved filter settings and parameters given in the approved profilers list on the department's QMP ride web site.  
<http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf>

#### **C.4.2 Contractor Testing**

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
  1. Standard segments are 500 feet long.
  2. Partial segments are less than 500 feet long.

- (4) Treat partial segments as independent segments.

The department will categorize each standard or partial segment as follows:

<b>Segments with a Posted Speed Limit of 55 MPH or Greater</b>	
<b>Category</b>	<b>Description</b>
HMA I	Asphalt pavement with multiple opportunities to achieve a smooth ride. The following operations performed under this contract are considered as opportunities: a layer of HMA, a leveling or wedging layer of HMA, and diamond grinding or partial depth milling of the underlying pavement surface.
HMA II	Asphalt pavement with a single opportunity to achieve a smooth ride.
HMA III	Asphalt pavement segments containing any portion of a bridge, bridge approach, railroad crossing, or intersection. An intersection is defined as the area within the points of curvature of the intersection radii.
PCC II	Concrete pavement.
PCC III	Concrete pavement segments containing any portion of a bridge, bridge approach, railroad crossing, intersection or gap. An intersection is defined as the area within the points of curvature of the intersection radii.

<b>Segments with Any Portion Having a Posted Speed Limit Less Than 55 MPH</b>	
<b>Category</b>	<b>Description</b>
HMA IV	Asphalt pavement including intersections, bridges, approaches, and railroad crossings.
PCC IV	Concrete pavement including gaps, intersections, bridges, approaches, and railroad crossings.

#### **C.4.3 Verification Testing**

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A HTCP certified profiler operator will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.

- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

#### **C.4.4 Documenting Profile Runs**

- (1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. Also, the contractor shall prepare the ProVAL Ride Quality Module Reports, showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 200 in/mile. Use ride quality module report as follows:

	<u>Fixed Interval</u>	<u>Continuous (Localized Roughness)</u>
Base-length	500'	25'
Threshold	140"/Mile	200"/Mile

The ProVAL software is available for download at:

<http://www.roadprofile.com>.

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions. Document the reasons for areas excluded and submit to the engineer.
- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ppf files for each profiler acceptance run data and Ride Quality Module Reports, in .pdf format using the department's Materials Reporting System (MRS) software available on the department's web site:

<http://www.atwoodsystems.com/mrs>

Notify the engineer when the Profiler Acceptance Run data and the Ride Quality Report have been submitted to the MRS system.

#### **C.5 Corrective Actions**

##### **C.5.1 General**

- (1) Analyze the data from the PROVAL reports and make corrective action recommendations to the department. The department will independently assess whether a repair will help or hurt the long-term pavement performance before deciding on corrective action. Correct the ride as the engineer directs in writing.



### C.5.2 Corrective Actions for Localized Roughness

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones.
- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness within 5 business days of receiving notification that the reports were uploaded. The engineer will analyze the report documenting areas that exceed an IRI of 200 in/mile and do one of the following for each location:
  1. Direct the contractor to correct the area to minimize the effect on the ride.
  2. Leave the area of localized roughness in place with no pay reduction.
  3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

<b>Localized Roughness IRI (in/mile)</b>	<b>Pay Reduction<sup>[1]</sup> (dollars)</b>
> 200	(Length in Feet) x (IRI – 200)

<sup>[1]</sup> A maximum \$250 pay reduction may be assessed for locations of localized roughness that are less than or equal to 25 feet long. Locations longer than 25 feet may be assessed a maximum pay reduction of \$10 per foot.

- (3) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without independent identification of that area as determined by physically riding the pavement. For corrections, use only techniques the engineer approves.
- (4) Re-profile corrected areas to verify that the IRI is less than 140 in/mile after correction. Submit a revised ProVAL ride quality module report to the reference documents section of the MRS for the corrected areas to validate the results.

### C.5.3 Corrective Actions for Excessive IRI

- (1) If an individual segment IRI exceeds 140 in/mile for HMA I, HMA II, and PCC II pavements after correction for localized roughness, the engineer may require the contractor to correct that segment. Correct the segment final surface as follows:

- HMA I: Correct to an IRI of 60 in/mile using whichever of the following methods as approved by the engineer:  
Mill and replace the full lane width of the riding surface excluding the paved shoulder.  
Continuous diamond grinding or fine-tooth milling the full lane width, if required, of the riding surface including adjustment of the paved shoulders.
- HMA II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:  
Mill and replace the full lane width of the riding surface excluding the paved shoulder.  
Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface including adjustment of the paved shoulders
- PCC II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:  
Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of the paved shoulders. Conform to sections C.1 through C.4 of Concrete Pavement Continuous Diamond Grinding Special provision contained elsewhere in the contract.  
Remove and replace the full lane width of the riding surface.

- (2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Enter a revised ProVAL ride quality module report for the corrected areas to the reference documents section of the MRS. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

### **C.6 Dispute Resolution**

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate testing procedures, and perform additional testing.
- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in

error will pay service charges incurred for testing by an independent tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

#### **D Measurement**

- (1) The department will measure Incentive IRI Ride by the dollar, adjusted as specified in E.2.

#### **E Payment**

##### **E.1 Payment for Profiling**

- (1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract. The department will pay separately for engineer-directed corrective action performed within the 25-foot exclusionary zones under C.5.2 as extra work.

##### **E.2 Pay Adjustment**

- (1) The department will pay incentive for ride under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
440.4410.S	Incentive IRI Ride	DOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment. If corrective action is required, the department will base disincentives on the IRI after correction for pavement meeting the following conditions:
  - All Pavement: The corrective work is performed in a contiguous, full lane width section 500 feet long, or a length as agreed with the engineer.
  - HMA Pavements: The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.
  - Concrete Pavements: The corrective work is a full depth replacement and conforms to standard spec 415.
- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.04” as follows:

<b>HMA I</b>	
<b>Initial IRI (inches/mile)</b>	<b>Pay Adjustment<sup>[1]</sup> (dollars per standard segment)</b>
< 30	250
≥ 30 to <35	1750 – (50 x IRI)
≥ 35 to < 60	0
≥ 60 to < 75	1000 – (50/3 x IRI)
≥ 75	-250

<b>HMA II and PCC II</b>	
<b>Initial IRI (inches/mile)</b>	<b>Pay Adjustment<sup>[1][2]</sup> (dollars per standard segment)</b>
< 50	250
≥ 50 to < 55	2750 – (50 x IRI)
≥ 55 to < 85	0
≥ 85 to < 100	(4250/3) – (50/3 x IRI)
≥ 100	-250

<b>HMA IV and PCC IV</b>	
<b>Initial IRI (inches/mile)</b>	<b>Pay Adjustment<sup>[1][2]</sup> (dollars per standard segment)</b>
< 35	250
≥ 35 to < 45	1125-(25xIRI)
≥ 45	0

<sup>[1]</sup> If the engineer directs placing upper layer asphaltic mixtures between October 15 and May 1 for department convenience as specified in standard spec 450.3.2.1(5), the department will not adjust pay for ride on pavement the department orders the contractor to place when the temperature, as defined in standard spec 450.3.2.1(2), is less than 36 F.

<sup>[2]</sup> If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F.

(7) The department will prorate the pay adjustment for partial segments based on their length.

440-010 (20130615)

## **20. Sealing Cracks/Joints with Hot-Applied Sealant, Item 492.2010.S.**

**A Description** This special provision describes sealing primary crack and joints along their entire length of HMA and Portland cement concrete pavements, at locations shown in the contract documents or as directed by the engineer.

Primary cracks are defined as those cracks greater than or equal to 0.25-inches (6-mm) wide.

## **B Materials**

### **B.1 Sealant Material**

Use a sealant material meeting the requirements of ASTM D6690 Type II: Joint and Crack Sealants, Hot Applied, for Asphalt and Concrete Pavements. Deliver the sealant in the manufacturer's original sealed container legibly marked with the following information:

- Manufacturer's name.
- Trade name of sealant.
- Manufacturer's batch or lot number.
- ASTM D6690, Type II.
- Minimum application temperature.
- Maximum (or safe) heating temperature.

Prior to commencing work, provide the engineer with a certificate of compliance along with a copy of the manufacturer's recommendations pertaining to heating and application of the sealant.

### **B.2 Equipment**

Equipment used in the performance of this work is subject to the engineer's approval.

- **Air Compressor** shall be portable and have a minimum rated capacity of 100 ft<sup>3</sup> of air per minute at 90-psi pressure at the nozzle, and have sufficient hose to maintain a continuing operation without interruption. The unit shall also be equipped with traps that will maintain the compressed air free of oil and water.
- **High Pressure Air Lance or Hot Air Lance** shall be designed specifically for use in cleaning highway pavement and to remove debris, dirt, and dust from the cracks.
- **Hand tools** shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools that may be satisfactorily used to accomplish this work.
- **Squeegees** shall be of a flexible rubber type, in the shape of a "vee" (V), and capable of contacting materials up to 450° F without damage to it or materials.
- **Pouring Pots** shall be equipped with mobile carriage, and have a flow control valve that allows all cracks to be filled to refusal so as to eliminate all voids or entrapped air and not leave unnecessary surplus crack sealer on pavement surfaces.
- **Melting Kettle** shall be constructed as a double lined boiler with space between the inner and outer shells filled with oil or other material for heat transfer. The material for transferring heat shall have a flash point of not less than 600° F. Positive temperature control and mechanical agitation will be provided. Direct heating shall not be used. When using, maintain the temperature of the sealing compound within the range specified by the manufacturer. The kettle shall be equipped with thermostatic controls calibrated between 200° F and 550° F.

## **C Construction**

### **C.1 General**

Prior to commencing work, complete all pavement repairs that are included in the contract and are adjacent to pavement cracks.

Furnish all equipment that is necessary for cleaning and sealing the pavement cracks. Use equipment meeting the description and performance requirements described herein and approved by the engineer.

Replace pavement markings that become covered or obliterated with the sealant, or both, at no additional cost to the department. Place the centerline marking, including no-passing zones on the same day that existing marking are obliterated, if the road is open to all traffic and if the surface is capable of retaining markings. Re-mark lane lines and edge lines within a timely manner.

### **C.2 Crack Preparation**

Prepare cracks for sealing on the same day that they are to be sealed.

Use a high-pressure air lance or hot air lance to thoroughly clean cracks to a minimum depth of ½-inch (13-mm) of dust, dirt, foreign material, sand, and any other extraneous materials immediately prior to sealing. Do not burn, scorch, or ignite the adjoining pavement when using a hot air lance.

Install suitable traps or devices on the compressed air equipment to prevent moisture and oil from contaminating the crack surfaces. Maintain these devices and ensure that they are functioning properly.

Protect the public from potentially objectionable and/or hazardous airborne debris.

### **C.3 Sealant Melting**

Heat and melt the sealant in a melter specified in B.2 Equipment.

Do not apply direct heat to the sealant. If and when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure that heat is not radiated to the pavement surface.

Do not use sealant material heated beyond the safe heating temperature.

If the manufacturer's recommendations allow the sealant to be reheated or heated in excess of six hours, recharge the melter with fresh material amounting to at least 20 percent of the volume of the material remaining in the melter.

### **C.4 Sealing**

Perform sealing when ambient air temperature is at or above 40° F (5° C).

Seal the crack by placing the applicator wand in or directly over the crack opening and carefully discharge the sealant. Strike-off the sealant flush with the pavement surface using a squeegee or using a sealing shoe pressed firmly against the pavement. Only a narrow thin film of material measuring from 1.0 inches to 3.0 inches (25 mm to 75 mm) wide is allowed on the pavement surface after sealing the crack.

A low pressure, light spray of water may be used to accelerate cooling of the sealant. Blotting the sealant with fine aggregate is not allowed. Remove and dispose of sealant in excess of the specified thin “film” dimensions or that has not bonded to both sides of the crack.

Do not allow traffic on the sealed cracks until the seal has cured so as not to track. Clean sealed cracks damaged from traffic with high pressure air and reseal them to meet the specified thin film amount at no additional cost to the department.

The finished work shall produce a watertight crack sealed flush with the pavement surface.

#### **D Measurement**

The department will measure Sealing Cracks and Joints with Hot-Applied Sealant by the number of gallons of sealant used to properly seal cracks.

#### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
492.2010.S	Sealing Cracks and Joints with Hot-Applied Sealant	Gal

Payment is full compensation for furnishing and placing the sealant; preparing the pavement surface; and replacing pavement markings.  
492-005 (20140630)

## **21. Wood and Tubular Steel Sign Posts**

*Replace standard spec 634.3.1(1) with the following:*

Set and laterally position the wood posts for supporting roadside signs as the plans show, or as the engineer directs. For installations in concrete or asphalt, use 18-inch inside diameter PVC pipe box outs. Position the PVC pipe so the top of the pipe is flush with the adjacent concrete or asphalt. Install the post in the center of the box out.

*Replace standard spec 634.3.2(2) with the following:*

For installations in concrete or asphalt, use 18-inch inside diameter PVC pipe box outs. Position the PVC pipe so the top of the pipe is flush with the adjacent concrete or asphalt. Install the post in the center of the box out.  
(NER11-0207)

## **22. Traffic Control.**

Perform this work in accordance to the requirements of standard spec 643, and as shown on the plans or as approved by the engineer, except as hereinafter modified.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan ten days prior to the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work.

Cover existing signs which conflict with traffic control as directed by the engineer.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.



Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency,

## **23. Hydrant, Item SPV.0060.01.**

### **A Description**

This work shall consist of removing existing hydrants and furnishing and installing hydrants in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments ("SWS") and as hereinafter provided.

### **B Materials**

Hydrants shall be Waterous Pacer, Model WB-67, or equal, YELLOW in color, AWWA C-503 breakaway type with two 2.5-inch outlets and one 4.5-inch outlet with 16-inch break-off section standpipe and wrapped with polyethylene meeting the requirements of the SWS.

### **C Construction**

All hydrants shall be constructed at location shown on drawings. Existing hydrants shall be removed as shown on drawings.

**The City of Plymouth will perform all construction staking necessary for hydrant construction.** Contact the City of Plymouth to request staking at least three business days in advance.

**Setting Hydrants:** Hydrants shall be located as shown or as directed and in a manner to provide complete accessibility, also in such a manner that the possibility of damage from vehicles or injury to pedestrians will be minimized. All hydrants shall stand plumb and shall have the pumper nozzle aligned as per the owner's direction. Hydrants shall be set to the established grade, with nozzles at least 18 inches above the ground or as directed. Each hydrant shall be connected to the main with a 6-inch branch controlled by an independent gate valve. The hydrant and 6-inch gate valve shall be set on hardwood blocking.

Where a hydrant is set in soil that is pervious, drainage shall be provided at the base of the hydrant by placing coarse gravel or crushed stone mixed with coarse sand, from the bottom of the trench to at least 6 inches above the waste opening in the hydrant and to a distance of 12 inches around the elbow.

Wherever a hydrant is set in clay or other impervious soil, a drainage pit 2 feet in diameter and 3 feet deep shall be excavated below each hydrant and filled compactly with coarse gravel or crushed stone mixed with coarse sand, under and around the elbow of the hydrant to a level of 6 inches above the waste opening.

The bowl of each hydrant shall be well braced against unexcavated earth at the end of the trench with concrete backing. Block or approved mechanical joint lugged retainer glands may be used.

Elevation of breakaway flange shall be set at a minimum of 1 inch and a maximum of 4 inches above proposed grade.

Provide drain pocket at base of hydrant of 1.5 cubic yards of crushed stone or rock conforming to requirements of ASTM C33, Gradation Number 2.

Backfill and compact as specified for adjacent water main.

#### **D Measurement**

The department will measure Hydrant as each individual unit in place and acceptably completed.

#### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Hydrant	Each

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals for excavating, for backfilling, for compacting and for making connections necessary to complete the work.

### **24. Gate Valve and Valve Box 6-Inch, Item SPV.0060.02; Gate Valve and Valve Box 8-Inch, Item SPV.0060.03; Gate Valve and Valve Box 10-Inch, Item SPV.0060.04; Gate Valve and Valve Box 12-Inch, Item SPV.0060.05.**

#### **A Description**

This work shall consist of furnishing and installing gate valves and valve boxes in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments, and as hereinafter provided.

#### **B Materials**

Valves shall be smooth bore resilient seat gate valves and shall be manufactured by Waterous Company meeting requirements of Chapter 4.8.0. and Chapter 8.27.0 of the SWS. Valves shall open left.

Each valve shall have manufacturer's name, pressure rating, and year of manufacture cast on the body. Prior to shipping from factory, hydrostatically pressure test to equal twice specified working pressure.

Provide resilient seat valves meeting all applicable requirements of AWWA C515 with mechanical joints, cast iron body, bronze-mounted with bronze non-rising stems, and O-ring seals.

Valve boxes shall be Mueller or equal, cast iron extension type and shall be in accordance to the SWS.

Gate valve adapters as manufactured by Adapter, Inc, of Milwaukee, Wisconsin, or equal, shall be installed with each valve and shall be included in the price of the valve.

### **C Construction**

All gate valves and valve boxes shall be constructed at locations shown on drawings.

The City of Plymouth will perform all construction staking necessary for gate valve construction. Contact the City of Plymouth to request staking at least three business days in advance.

Support valves in vertical position on level.

### **D Measurement**

The department will measure Gate Valve and Valve Box (Size) as each individual unit, acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Gate Valve and Valve Box 6-Inch	Each
SPV.0060.03	Gate Valve and Valve Box 8-Inch	Each
SPV.0060.04	Gate Valve and Valve Box 10-Inch	Each
SPV.0060.05	Gate Valve and Valve Box 12-Inch	Each

Payment is full compensation for furnishing all materials, including gate valve, valve box, valve support, water main connections, and other fittings; for furnishing all excavation, backfilling, disposal of surplus material, cleanup, and restoring site of work; and for furnishing all labor, tools, equipment, and incidentals necessary for each structure complete.

## **25. Sanitary Manhole Frame and Lid, Item SPV.0060.06.**

### **A Description**

The work under this item shall consist of furnishing and installing the frame and lid as shown in the construction details on the plans for the sanitary manholes. The work shall conform to the pertinent requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments.

## **B Materials**

Lid and frame shall be Neenah Number R-1710 or equal with Type "B" self-sealing lid with concealed pick hole within roadway or future roadway areas. Iron castings shall conform to ASTM Spec. A 48, Class 30. All castings shall be true to pattern in form and dimensions, free from faults, sponginess, cracks, blowholes, and other defects affecting their strength. Bearing surfaces between cast frames, covers and grates shall be machined, fitting together and inate11 marked to prevent rocking.

The seating surface shall have a machined dovetail grove into which a one-piece continuous self-seal polyisoprene gasket of 40-durometer rating shall be inserted. The gasket shall be of a composition to provide good sealing qualities, to have a low compression set and be highly abrasion resistant. All new manhole frames and covers shall be made of gray cast iron. Manhole frames shall be centered on top of the cone.

## **C Construction**

The Frame and Lid shall be installed in accordance to the manufacturer's recommended installation procedures.

The City of Plymouth will perform all construction staking necessary for sanitary manhole construction. Contact the City of Plymouth to request staking at least three business days in advance.

## **D Measurement**

The department will measure Sanitary Manhole Frame and Lid by each individual unit, acceptably completed.

## **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Sanitary Manhole Frame and Lid	Each

Payment is full compensation for furnishing all work herein specified; for furnishing all materials including, lid and frame, disposal of surplus materials, setting frame and cover to finished grade, cleaning out and restoring the work site; and for furnishing all labor, tools, equipment and incidentals necessary for each structure complete.

## **26. Sanitary Manhole Internal Seal, Item SPV.0060.07.**

### **A Description**

The work under this item consists of furnishing and installing manhole chimney internal seals on sanitary manholes.

### **B Materials**

Manhole Chimney Internal Seal shall consist of a flexible internal rubber sleeve, interlocking extensions, and stainless steel compression bands as manufactured by Cretex Specialty Products, or approved equal conforming to the following requirements:

The sleeve portion of the seal shall be corrugated with a minimum unexpanded vertical height of either 6 or 9 inches and shall be capable of being mechanically locked to the frame base flange. The sleeve and extension shall have a minimum thickness of 3/16 inches and shall be made from a high quality rubber compound conforming to the applicable requirements of ASTM C-923, with a minimum 1500 psi tensile strength, a maximum 18% compression set, and a hardness (durometer) of 48 + 5. The bands shall be fabricated from 16 gauge stainless steel conforming to ASTM A-240, Type 304, with no welded attachments and shall have a minimum adjustment range of 2 diameter inches. Any screws, bolts, or nuts used to lock the band in place shall be stainless steel conforming to ASTM F-593 and 594, Type 304.

### **C Construction**

The inside diameter of the manhole frame and the manhole chimney shall be field measured, and a determination as to whether the inside face of the frame is vertical or tapered shall be made in order to obtain the proper size and shape rubber seal. The contractor shall provide the engineer with a minimum 24 hour notice prior to testing internal chimney seals for leakage.

The contractor shall test each seal by caulking lower ring and filling with water, and seals will be approved when no water leaks from seal. All water must be removed once test has been completed. The surface against which the sleeve is to be compressed shall be circular, clean, reasonably smooth and free of any loose material and excessive voids. Any flaws in these surfaces shall be repaired with the approved non-shrink mortar or ground smooth. A bead of butyl rubber caulk conforming to AASHTO M-198 Type B shall be applied to the lower sealing surface of sleeve. The seal shall be installed according to the manufacturer's instructions. (Refer to the plan details for configuration of chimney seal.)

### **D Measurement**

The department will measure Sanitary Manhole Internal Seal by each individual unit, acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Sanitary Manhole Internal Seal	Each

Payment is full compensation for furnishing and installing and testing internal rubber chimney seals and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

## **27. Adjusting Sanitary Manhole Covers, Item SPV.0060.08.**

### **A Description**

The work under this item includes adjusting existing sanitary manholes that are to remain in place to an elevation as determined by the engineer and shown on the drawings as well as re-installing the frame and lid.

Add or remove masonry adjusting rings as needed. This item applies to structures to be lowered less than 6 inches or raised less than 12 inches.

### **B Materials**

Adjustment rings shall be concrete with steel reinforcement in conformance with ASTM C-478. Rings shall be 2 inches or 4 inches in thickness. The manholes shall be built so that a minimum of two 2-inch rings are installed for adjustment. A maximum of 12 inches for adjustment will be allowed, but the top two rings shall be of 2-inch thickness. Rubber ring gasket material shall be used between all rings to hold them in place. Mortar shall also be used to coat the rings inside and outside of the manhole for water tightness.

### **C Construction**

The location of existing sanitary manholes to be adjusted is indicated on the Drawings. Adjust these items as shown in the plans. Realign the casting if it is offset more than approximately 2 inches from the chimney. Reconstruct manholes as necessary so that the frames and cover when placed will be at the established required grade.

Any flaws in the manhole frame, such as minor cracks, pits or protrusions, shall be repaired by either filling with mortar or grinding smooth.

### **D Measurement**

The department will measure Adjusting Sanitary Manhole Covers by each adjustment, acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Adjusting Sanitary Manhole Covers	Each

Payment is full compensation for furnishing and installing all materials including adjusting rings and masonry; for excavating, backfilling, and compacting; for disposing of surplus materials; for cleaning out and restoring the structure; and for incidentals necessary to complete this item of work.

## **28. Removing Sanitary Manholes, Item SPV.0060.09.**

### **A Description**

The work under this item consists of removing existing sanitary manholes that are not to be replaced by a new sanitary manhole in the same location as shown on the plans.

### **B Materials**

Refer to standard bid item 204.0210 - Removing Manholes.

### **C Construction**

Refer to standard bid item 204.0210 - Removing Manholes. This work is to be performed in conjunction with the construction of new sanitary sewer.

### **D Measurement**

The department will measure Removing Sanitary Manholes by each individual sanitary manhole removed that is not to be replaced by a new sanitary manhole in the same location and acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Removing Sanitary Manholes	Each

Payment is full compensation for furnishing all work herein specified; for furnishing all materials and disposal of removed materials; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

## **29. Sanitary Manhole Outside Drop 6-Inch, Item SPV.0060.10; Sanitary Manhole Outside Drop 8-Inch, Item SPV.0060.11; Sanitary Manhole Outside Drop 12-Inch, Item SPV.0060.12.**

### **A Description**

The work under this item shall consist of furnishing and installing a sanitary manhole outside drop as shown in the construction details on the plans for the sanitary manholes. The work shall conform to the pertinent requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments.

### **B Materials**

Outside drops shall be constructed of material detailed in Section 3.5.8 (d) of the SWS, as specified drawings detail or as specified by the engineer. Material of outside drop sections for new sanitary manholes shall conform to file No. 19 of the SWS.

**C Construction**

Outside drops shall be constructed as detailed in Section 3.5.8 (d) of the SWS, as specified drawings detail or as specified by the engineer. Outside drop sections for new sanitary manholes shall conform to file No. 19 of the SWS.

The City of Plymouth will perform all construction staking necessary for sanitary manhole construction. Contact the City of Plymouth to request staking at least 3 business days in advance.

**D Measurement**

The department will measure Sanitary Manhole Outside Drop (Size) by each individual structure, acceptably completed.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Sanitary Manhole Outside Drop 6-Inch	Each
SPV.0060.11	Sanitary Manhole Outside Drop 8-Inch	Each
SPV.0060.12	Sanitary Manhole Outside Drop 12-Inch	Each

Payment is full compensation for furnishing all materials, including pipe and fittings, for furnishing all excavation, backfilling, disposal of surplus material; and for furnishing all labor, tools, equipment, and incidentals necessary for each structure complete.

**30. Bentonite Trench Dam Special, Item SPV.0060.13.****A Description**

This work shall consist of constructing a Bentonite Trench Dam approximately 6' wide x 6' high (trench area) x 1' thick in the water main trench by means of removable forms and granular material that shall support all sides. The locations and size shall be at the ends of the ductile iron water main or as determined by the engineer in the field.

**B Materials**

The material shall be Bentonite.

**C Construction**

Install Bentonite within trench from bottom of trench to above ground water line as directed by engineer.

**D Measurement**

The department will measure Bentonite Trench Dam Special by each individual unit, acceptably completed.



**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Bentonite Trench Dam Special	Each

Payment is full compensation for furnishing, hauling and placing of all materials; and disposal of excess material.

**31. Adjusting Water Valve Boxes, Item SPV.0060.14.****A Description**

This work shall consist of adjusting existing water valve boxes, which are to remain after construction, to the final pavement elevation.

**B (Vacant)****C Construction**

Adjust existing water valve boxes, which are to remain after construction, to the required elevation by adjusting the valve box vertically; removing a section of valve box; or by inserting a cast iron valve box riser section, if required. Additional water valve box risers, if required through no fault of the contractor's operations, will be provided by Plymouth Utilities. Contact William Immich, 900 CTH PP, Plymouth, WI 53073, (920) 893-1471, to obtain water valve box risers.

**D Measurement**

The department will measure Adjusting Water Valve Boxes by each individual unit, acceptably completed.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Adjusting Water Valve Boxes	Each

Payment is full compensation for furnishing all materials, excavation, backfill, compaction, tools, equipment and incidentals to complete the work.

**32. Street Sweeping, Item SPV.0075.01.****A Description**

This special provision describes removing small dirt and dust particles from the roadway using a street sweeper periodically during the project as directed by the engineer.

**B (Vacant)**

### **C Construction**

Provide a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material.

### **D Measurement**

The department will measure Street Sweeping by the hour that the street sweeper is on the project picking up and removing debris from the roadway, acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	HRS

Payment is full compensation for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

## **33. Hydrant Lead 6-Inch PVC, Item SPV.0090.01.**

### **A Description**

This work shall consist of furnishing and installing hydrant lead in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments, and as hereinafter provided.

### **B Materials**

Water main shall be PVC pipe, conforming to ASTM-D1784, Type 1, and Grade 1. Pipe manufacturer shall conform to AWWA C900 with a maximum DR of 18. Pipe O.D. shall be the same as cast iron. Pipe shall be listed by U.L. for Class 230 water main.

Fittings shall be short bodied ductile iron and shall conform to ANSI A21.53 (AWWA C153). Fittings shall have an inside profile such that a seal can be made between the machined pipe end and the fitting bell with a rubber ring. Mega Lug retainer glands shall be installed at all fittings locations. The cost for fittings shall be incidental to the overall cost of construction.

Joints shall be push-on type rubber gaskets and conform to ASTM C1869.

Provide electrical continuity through water main materials using tracing wire.

All cover material shall conform to the bedding material specifications as in the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments.

Anchor tees shall be utilized wherever possible.

All granular backfill shall be compacted by means of mechanical vibration to achieve uniform consolidation in conformance with Section 2.16.14(b) of the SWS.

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per standard spec 305.2.2.1 of the WisDOT Standard Specs under all roadways and drives.

The polystyrene insulation board shall conform to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised. The flammability requirement is deleted. The contractor shall obtain from the manufacturer and furnish to the ENGINEER before installation a certification indicating compliance.

### **C Construction**

Hydrant lead shall be laid in accordance to special provisions for water main, and shall be restrained by means of strapping between mechanical joint tee and 6-inch gate valve attached to the tee at the main and the location of the hydrant.

The City of Plymouth will perform all construction staking necessary for hydrant construction. Contact the City of Plymouth to request staking at least three business days in advance.

### **D Measurement**

The department will measure Hydrant Lead 6-Inch PVC by the linear foot, acceptably completed in accordance to contract, measured along centerline of pipe, center to center of junctions and fittings. Footage to be paid for shall include construction through valves.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Hydrant Lead 6-Inch PVC	LF

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals for excavating, for backfilling, and for making connections necessary to complete work.

## **34. Water Service Lateral 1-Inch HDPE, Item SPV.0090.02.**

### **A Description**

This work shall consist of furnishing, installing, and reconnecting water service laterals from the new water main to existing water service lateral at curb stop or as shown on Drawings in accordance to Chapters 5.5.0 and 5.6.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments, and as hereinafter provided. Where indicated on the plan all new and relocated curb stops shall be incidental to water service lateral installation..

**B Materials**

Water services shall be HDPE, 1-inch in diameter meeting requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments.

Corporation stops shall be Mueller H-15008 for 1 inch or approved equal and shall conform to AWWA C800 Figures 2 and 3 for use with threaded service lines. Curb stops shall be Mueller B-25 155 or approved equal for use with threaded service lines and shall be provided with a curb box. The curb stop shall be on a 2 inch piece of hardwood. For new services, a 12 inch to 18 inch tailpiece of pipe shall extend out of the curb stop and have a peened end. Curb boxes shall be Mueller H-10300 or equal and have threaded and 1.25 inch upper section. Extended length shall be 6.5 feet.

Stainless steel insert stiffeners will be required on all flexible plastic tubing connections.

**C Construction**

The contractor shall install polyethylene water services from the proposed water main to the proposed curb stop box, as shown on the plans, or as directed by the City of Plymouth or engineer. Install water service laterals with minimum amount of service interruption. Replace curb box for each water service reconnected. All curb boxes shall be installed at location shown on Drawings or as directed by the City of Plymouth or engineer.

The City of Plymouth will perform all construction staking necessary for water main construction. Contact the City of Plymouth to request staking at least three business days in advance.

A minimum of one foot of water lateral stub shall be placed on the backside of the curb stop.

No joints will be allowed in the water service piping between the corporation stop and curb stop.

All installation of water service piping shall meet the requirements and specifications of the manufacturer. Water service piping supplied shall be free of kinks, defects, and abrasions. Any pipe not meeting these requirements will be rejected and shall be immediately removed from the site and replaced with pipe that conforms to these requirements.

Ten gauge solid copper tracer wire shall be installed and secured directly above all polyethylene water services installed on this project. This copper wire shall be securely wrapped around the corporation a minimum of three turns and extended above and along the entire length of the polyethylene lateral to the outside of the stop box, then wrapped a minimum of six turns up to and terminating at the surface of the ground. At no time shall the copper wire be placed below the polyethylene lateral or wrapped beneath the base of the stop box. The costs for the installation of the copper wire shall be merged into the unit

prices bid for polyethylene water services and no additional compensation shall be allowed.

Backfill and compact as specified for adjacent water main.

#### **D Measurement**

The department will measure Water Service Lateral 1-Inch HDPE by linear foot in place, acceptably completed, measured along centerline of tubing. Footage to be paid for shall include installation of corporation stops, curb stops, and curb boxes.

#### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Water Service Lateral 1-Inch HDPE	LF

Payment is full compensation for replacing existing and installing new water service lateral (size) HDPE, installation of corporation, saddles, tapping, insert stiffeners, service boxes, curb stops and curb boxes, furnishing labor, materials, excavation, bedding, backfill, pipe laying, fittings, sheathing, shoring, dewatering, connections to existing facilities, testing, cleanup, and any other incidentals necessary to complete required work.

### **35. Water Main 4-Inch PVC Granular Backfill, Item SPV.0090.03; Water Main 6-Inch PVC Granular Backfill, Item SPV.0090.04; Water Main 8-Inch PVC Granular Backfill, Item SPV.0090.05; Water Main 10-Inch PVC Granular Backfill Item SPV.0090.06; Water Main 12-Inch PVC Granular Backfill, Item SPV.0090.07.**

#### **A Description**

This work shall consist of furnishing and installing water main in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments and as hereinafter provided.

#### **B Materials**

Water main shall be PVC pipe, conforming to ASTM-D1784, Type 1, and Grade 1. Pipe manufacturer shall conform to AWWA C900 with a maximum DR of 18. Pipe O.D. shall be the same as cast iron. Pipe shall be listed by U.L. for Class 230 water main.

Fittings shall be short bodied ductile iron and shall conform to ANSI A21.53 (AWWA C153). Fittings shall have an inside profile such that a seal can be made between the machined pipe end and the fitting bell with a rubber ring. Mega Lug retainer glands shall be installed at all fittings locations. The cost for fittings shall be incidental to the overall cost of construction.

Joints shall be push-on type rubber gaskets and conform to ASTM C1869.

Provide electrical continuity through water main materials using tracing wire.

All cover material shall conform to the bedding material specifications as in the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments.

Anchor tees shall be utilized wherever possible.

All granular backfill shall be compacted by means of mechanical vibration to achieve uniform consolidation in conformance with Section 2.16.14(b) of the SWS.

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per standard spec 305.2.2.1 under all roadways and drives.

The polystyrene insulation board shall conform to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised. The flammability requirement is deleted. The contractor shall obtain from the manufacturer and furnish to the engineer before installation a certification indicating compliance.

## **C Construction**

### **General**

All construction shall be done in conformance with AWWA C600 for PVC water main.

The City of Plymouth will perform all construction staking necessary for water main construction. Contact the City of Plymouth to request staking at least three business days in advance.

The wrap shall extend approximately 18 inches beyond all joints. All seams shall be taped securely. The cover material shall be placed with care so as to prevent damage to the polyethylene wrap. Any rips or punctures in the wrap shall be repaired immediately.

Expose utilities, which cross the proposed facility prior to construction to allow engineer to check for conflicts. Protect utilities from disturbance throughout Work.

Whenever water mains cross over sewers, the water main shall be laid at such an elevation that the bottom of the water main is at least 6 inches above the top of the sewer. Whenever water mains cross under sewers, a minimum vertical separation of 18 inches shall be maintained between the top of the water main and the bottom of the sewer. At crossings, one full length of water pipe shall be centered on the sewer so that both joints will be as far from the sewer as possible.

Test water main, including hydrants and valves, in accordance to Chapter 4.15.0 of the SWS. All equipment required by hydrostatic testing shall be furnished and operated by contractor subject to the approval of the engineer.

Disinfect all new water mains prior to placing in service. Disinfection solution shall be maintained in mains a minimum of 24 hours.

All pipe shall be clean at time of installation, which should result in a prompt safe water sample. Delays in disinfection shall in no way create liability on the part of the City of Plymouth. Flushing of new water main shall be done by the contractor under engineer's supervision. No disinfecting solution shall be allowed to drain into storm sewer or wetland.

The new water main will connect into existing Tees, Valves and Crosses, which all shall remain in place except where noted on plans. The new water main will be installed with a minimum cover of 7-feet, with vertical bends to rise up to the existing Tees, Valves and Crosses. Bends/fittings to connect into the existing water mains will be incidental to construction.

Where cover over the proposed water main is less than 7 feet, polystyrene insulation shall be installed to a thickness for an equivalent of 7 feet of cover per Section 4.17(a) of the SWS. This cost shall be included in the unit price of water main.

### **Installation**

The contractor shall have sufficient and adequate equipment on the site of the work for unloading and lowering pipe and fittings into the trench. The contract shall handle all pipe, fittings and special castings so as to prevent breakage shall exercise extreme care. Under no circumstances shall they be dropped into the trench or so handled as to receive hard blows or jolts when being moved.

Field Inspection of Materials: Before lowering and while suspended, the pipe or fittings shall be inspected for defects. All materials used in the work must pass field inspection.

### **Direction of Laying**

Unless otherwise ordered, pipe shall be laid with the bell ends facing the direction of laying. When the grade exceeds 30 feet of rise per one hundred feet of trench, the bells shall face upgrade.

### **Joining of Pipe**

Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line.

### **Removal of Water**

See the SWS and Sections 01060 and 02140.

The contractor shall promptly repair any and all damage caused by dewatering the work.

### **Cutting of Pipe**

Pipe shall be cut at right angles to the centerline of the pipe. Cutting shall be done in a neat workmanlike manner without damage to the pipe and so as to leave smooth ends. All pipes

shall be cut with an approved mechanical cutter. The cut end of the pipe to be used with a rubber gasket joint shall be tapered by grinding or filing about 118" back at an angle of approximately 30 degrees with the centerline of the pipe, and any sharp or rough edges shall be removed.

### **Obstructions in Line or Grade**

Whenever it becomes necessary to lay a main over, under or around a known obstruction, the contractor shall furnish and install the required fittings. The laying of such fittings will be paid for at the unit price bid for each size of main. No additional compensation will be paid for any expenses incurred because of such obstruction. When an unknown underground structure interferes with the work to such an extent that an alteration of the plan is required, and which such alteration results in a change in the cost to the contractor, the engineer will issue a written change order for such altered work, specifying the basis of payment or credit for such altered work.

### **Buttresses and Lugged Retainer Glands**

Approved mechanical joint lugged retainer glands may be used with PVC water main. The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSU AWWA A2 1.53/C153 of latest revision. Twist off nuts, sized same as tee-head colts, shall be used to ensure proper actuating of restraining devices. The retainer glands shall have a pressure rating equal to that of the pipe on which it is used. The retainer glands shall have been tested to UNI-B-13-92, be listed by Underwriters Laboratories, and be approved by Factory Mutual. The restraint shall be EBAA iron series 2000 PV or approved equal.

### **Joint Deflection**

The maximum allowable deflection will be as described in the Standard Specifications. If excess deflection is required, special bends shall be furnished to provide angular deflections.

### **Setting Valves**

Valves in water mains shall be provided and installed in locations where shown on the plans. A valve box and valve box adapter shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished grade or such level as may be directed.

Ten gauge solid copper tracer wire shall be installed and secured directly above all water main installed on this project. The copper wire shall be securely wrapped around the corporation a minimum of three turns and extended above and along the entire length of the water main and shall be run up inside all valve boxes and hydrants, then wrapped a minimum of six turns up to and terminating at the surface of the ground. At no time shall the copper wire be placed below the water main. The costs for the installation of the copper wire shall be merged into the unit prices bid for water main and no additional compensation shall be allowed.



### **Protective Coating**

Apply a protective coating of one heavy coat of Koppers Bitumastic 50 or 505 or equal to all straps, the rods, bolts, nuts and washers after installation. The coating shall be smooth, tough, tenacious and impervious to water without any tendency to scale off and should not be brittle. Care should be taken that the coating shall be complete without bare spots.

### **Polyethylene Wrap**

Corrosion protection shall be provided for all ductile iron tees, crosses, bends, etc. and all valves by use of polyethylene wrap. The polyethylene wrap shall conform to AWWA C-105 or ANSA A21.5. Wrap shall be Class "C" - black, with a minimum nominal thickness of 0.008 inches (8 mils). Tape for securing the wrap shall be a thermoplastic material with a pressure sensitive adhesive face capable of bonding to metal, bituminous coating, polyethylene and PVC water main. Tape shall have a minimum thickness of 8 mils, and a minimum width of 1 inch.

### **D Measurement**

The department will measure Water Main (size) PVC Granular Backfill will be measured by the linear foot in place and quantity measured for payment shall be number of linear feet of various sizes and types, acceptably completed, measured along centerline of pipe, center to center of junctions and fittings. Footage to be paid for shall include construction through valves and other fittings.

### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Water Main 4-Inch PVC Granular Backfill	LF
SPV.0090.04	Water Main 6-Inch PVC Granular Backfill	LF
SPV.0090.05	Water Main 8-Inch PVC Granular Backfill	LF
SPV.0090.06	Water Main 10-Inch PVC Granular Backfill	LF
SPV.0090.07	Water Main 12-Inch PVC Granular Backfill	LF

Payment is full compensation for furnishing labor, materials, excavation, bedding, backfill, pipe laying, plugs, fittings, insulation, bulkheads, thrust restraint, sheathing, shoring, dewatering, connections to existing facilities where indicated on drawings, testing, disinfection, cleanup, restoration, and incidentals necessary to complete work in accordance to the contract.

## **36. Water Main 10-Inch Ductile Iron Granular Backfill, Item SPV.0090.08; Water Main 12-Inch Ductile Iron Granular Backfill, Item SPV.0090.09.**

### **A Description**

This work shall consist of furnishing and installing water main in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments and as hereinafter provided.

## **B Materials**

Water main shall be D.I. Class 52 pipe, cement lined conforming to requirements of ANSI A21.51 (AWWA C151) and to Chapter 8.18.0 of the SWS. Shop coatings and linings for ductile iron pipe shall be as follows. Unless otherwise specified, all other ductile iron piping shall be cement mortar lined. The exterior of the ductile iron pipe shall be shop coated with a bituminous coating for all buried. Cement-mortar lining for ductile-iron pipe and fittings for water shall adhere to ANSI 21.4 (AWWA C104). The thickness of the standard cement lining shall no be less than 1/16 inch for sizes 3 inch through 12 inch diameter; 3/32 inch for sizes 14 inch through 24 inch; and 1/8 inch for sizes 30 inch through 54 inch with a permitted thickness tolerance of + 1/8 inch on pipe and + 1/4 inch for fittings.

Fittings shall be short bodied ductile iron and shall conform to ANSI A21.53 (AWWA C153) and Chapter 8.22.0 of the SWS. Fittings shall have an inside profile such that a seal can be made between the machined pipe end and the fitting bell with a rubber ring. Mega Lug retainer glands shall be installed at all fittings locations. The cost for fittings shall be incidental to the overall cost of construction.

Joints shall be push-on type fluorocarbon gaskets and conform to ASTM D-2000, designation 5BG615A14B24.

All flanged fittings shall be per AWWA C110 / ANSI 21.10. Fittings shall be cement lined per AWWA C104 / ANSI 21.4 and coated with a bituminous exterior coating per manufacturer's standard. Flange fittings shall be ductile iron as manufactured by Tyler, Clow or Union or equal.

Mechanical joint fittings shall be per AWWA C153 / ANSI 21.53. Fittings shall be cement lined per AWWA C104 / ANSI 21.4 and coated with a bituminous exterior coating per manufacturer's standard. Acceptable manufacturers are Tyler, Clow or Union or equal.

Provide electrical continuity through water main materials using tracing wire.

All cover material shall conform to the bedding material specifications as in the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments.

Anchor tees shall be utilized wherever possible.

All granular backfill shall be compacted by means of mechanical vibration to achieve uniform consolidation in conformance with Section 2.16.14(b) of the SWS.

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per standard spec 305.2.2.1 under all roadways and drives.

The polystyrene insulation board shall conform to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised. The flammability requirement is deleted. The contractor shall obtain from the manufacturer and furnish to the engineer before installation a certification indicating compliance.

## **C Construction**

### **General**

All construction shall be done in conformance with AWWA C600 for PVC water main.

The City of Plymouth will perform all construction staking necessary for water main construction. Contact the City of Plymouth to request staking at least three business days in advance.

The contractor shall expose utilities, which cross the proposed facility prior to construction to allow engineer to check for conflicts. Protect utilities from disturbance throughout work.

Whenever water mains cross over sewers, the water main shall be laid at such an elevation that the bottom of the water main is at least 6 inches above the top of the sewer. Whenever water mains cross under sewers, a minimum vertical separation of 18 inches shall be maintained between the top of the water main and the bottom of the sewer. At crossings, one full length of water pipe shall be centered on the sewer so that both joints will be as far from the sewer as possible.

Test water main, including hydrants and valves, in accordance to Chapter 4.15.0 of the SWS. All equipment required by hydrostatic testing shall be furnished and operated by contractor subject to the approval of the engineer.

The contractor shall disinfect all new water mains prior to placing in service. Disinfection solution shall be maintained in mains a minimum of 24 hours.

All pipe shall be clean at time of installation, which should result in a prompt safe water sample. Delays in disinfection shall in no way create liability on the part of the City of Plymouth. Flushing of new water main shall be done by the contractor under engineer's supervision. No disinfecting solution shall be allowed to drain into storm sewer or wetland.

The new water main will connect into existing Tees, Valves and Crosses, which all shall remain in place except where noted on plans. The new water main will be installed with a minimum cover of 7-feet, with vertical bends to rise up to the existing Tees, Valves and Crosses. Bends/fittings to connect into the existing water mains will be incidental to construction.

Where cover over the proposed water main is less than 7 feet, polystyrene insulation shall be installed to a thickness for an equivalent of 7 feet of cover per Section 4.17(a) of the SWS. This cost shall be included in the unit price of water main.

**Installation**

The contractor shall have sufficient and adequate equipment on the site of the work for unloading and lowering pipe and fittings into the trench. The contractor in handling all pipe, fittings and special castings so as to prevent breakage shall exercise extreme care. Under no circumstances shall they be dropped into the trench or so handled as to receive hard blows or jolts when being moved.

**Field Inspection of Materials**

Before lowering and while suspended, the pipe or fittings shall be inspected for defects. All materials used in the work must pass field inspection.

**Direction of Laying**

Unless otherwise ordered, pipe shall be laid with the bell ends facing the direction of laying. When the grade exceeds 30 feet of rise per one hundred feet of trench, the bells shall face upgrade.

**Joining of Pipe**

Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line.

**Removal of Water**

See the SWS and Sections 01060 and 02140.

The contractor shall promptly repair any and all damage caused by dewatering the work.

**Cutting of Pipe**

Pipe shall be cut at right angles to the centerline of the pipe. Cutting shall be done in a neat workmanlike manner without damage to the pipe and so as to leave smooth ends. All pipes shall be cut with an approved mechanical cutter. The cut end of the pipe to be used with a rubber gasket joint shall be tapered by grinding or filing about 118" back at an angle of approximately 30 degrees with the centerline of the pipe, and any sharp or rough edges shall be removed.

**Obstructions in Line or Grade**

Whenever it becomes necessary to lay a main over, under or around a known obstruction, the contractor will furnish and install the required fittings. The laying of such fittings will be paid for at the unit price bid for each size of main. No additional compensation will be paid to the contractor for any expenses incurred because of such obstruction. When an unknown underground structure interferes with the work to such an extent that an alteration of the plan is required, and which such alteration results in a change in the cost to the contractor, the engineer will issue a written change order for such altered work, specifying the basis of payment or credit for such altered work.

**Buttresses and Lugged Retainer Glands**

Approved mechanical joint lugged retainer glands may be used with PVC water main. The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSU AWWA A2 1.53/C153 of latest revision. Twist off nuts, sized same as tee-head colts, shall be used to ensure proper actuating of restraining devices. The retainer glands shall have a pressure rating equal to that of the pipe on which it is used. The retainer glands shall have been tested to UNI-B-13-92, be listed by Underwriters Laboratories, and be approved by Factory Mutual. The restraint shall be EBAA iron series 2000 PV or approved equal.

**Joint Deflection**

The maximum allowable deflection will be as described in the standard specifications. If excess deflection is required, special bends shall be furnished to provide angular deflections.

**Setting Valves**

Valves in water mains shall be provided and installed in locations where shown on the plans. A valve box and valve box adapter shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished grade or such level as may be directed.

Ten gauge solid copper tracer wire shall be installed and secured directly above all water main installed on this project. The copper wire shall be securely wrapped around the corporation a minimum of three turns and extended above and along the entire length of the water main and shall be run up inside all valve boxes and hydrants, then wrapped a minimum of six turns up to and terminating at the surface of the ground. At no time shall the copper wire be placed below the water main. The costs for the installation of the copper wire shall be merged into the unit prices bid for water main and no additional compensation shall be allowed.

**Protective Coating**

The contractor shall apply a protective coating of one heavy coat of Koppers Bitumastic 50 or 505 or equal to all straps, the rods, bolts, nuts and washers after installation. The coating shall be smooth, tough, tenacious and impervious to water without any tendency to scale off and should not be brittle. Care should be taken that the coating shall be complete without bare spots.

**Polyethylene Wrap**

Corrosion protection shall be provided for all ductile iron pipe, tees, crosses, bends, etc. and all valves by use of polyethylene wrap. The polyethylene wrap shall conform to AWWA C-105 or ANSA A21.5. Wrap shall be Class "C" - black, with a minimum nominal thickness of 0.008 inches (8 mils). Tape for securing the wrap shall be a thermoplastic material with a pressure sensitive adhesive face capable of bonding to metal, bituminous coating, polyethylene and PVC water main. Tape shall have a minimum

thickness of 8 mils, and a minimum width of 1 inch. All ductile iron pipe and fittings within the contaminated soil area shall be double wrapped.

The wrap shall extend approximately 18 inches beyond all joints. All seams shall be taped securely. The cover material shall be placed with care so as to prevent damage to the polyethylene wrap. Any rips or punctures in the wrap shall be repaired immediately.

#### **D Measurement**

The department will measure Water Main (Size) Ductile Iron Granular Backfill will be measured by the linear foot in place and quantity measured for payment shall be number of linear feet of various sizes and types, acceptably completed, measured along centerline of pipe, center to center of junctions and fittings. Footage to be paid for shall include construction through valves and other fittings.

#### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Water Main 10-Inch Ductile Iron Granular Backfill	LF
SPV.0090.09	Water Main 12-Inch Ductile Iron Granular Backfill	LF

Payment is full compensation for furnishing labor, materials, excavation, bedding, backfill, pipe laying, plugs, fittings, insulation, bulkheads, thrust restraint, sheathing, shoring, dewatering, connections to existing facilities where indicated on drawings, testing, disinfection, cleanup, restoration, and incidentals necessary to complete work in accordance to contract.

### **37. Sanitary Sewer 8-Inch PVC Granular Backfill, Item SPV.0090.10; Sanitary Sewer 12-Inch PVC Granular Backfill, Item SPV.0090.11.**

#### **A Description**

This work shall consist of excavating required trenches or tunnels, placing bedding materials, laying therein the sanitary sewer pipe of the size and type specified, connection of the pipe to existing pipes or manholes; connections of the pipe to existing manholes, connecting existing laterals to the new sanitary line if present; all sheeting and shoring, backfilling and compacting the trenches, testing, and restoring the work site all as provided by the plans, specification and contract. The work shall also include the removal of existing sanitary sewer pipe that is to be replaced by new sanitary sewer pipe in the same location.

#### **B Materials**

The PVC pipe shall be of the bell and spigot type and shall conform to requirements of ASTM Specifications D3034 Type PSM SDR-35 as detailed in the plans.

Flexible Risers shall conform to the Section 3.2.26 - Type D of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments, and shall be incidental to contract.

Bedding material conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition with amendments and shall be placed from the springline to a level at least 4 inches below the barrel of the pipe and spread evenly to completely support the pipe and bell sections.

Bedding material may be substituted for cover material, placed to a minimum of 12" above the top of the pipe, in sewer installation as specified in the SWS.

All granular backfill under roadways and drives and excavated backfill at other locations shall be compacted by means of mechanical vibration to achieve uniform consolidation in conformance with Section 2.16.14(b) of the SWS.

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per standard spec 305.2.2.1 under all roadways and drives.

Ten gauge solid copper tracer wire shall be installed and secured directly above all sanitary sewer installed on this project. The copper wire shall be securely placed above and along the entire length of the sanitary sewer and shall be run up inside all manholes, then wrapped a minimum of six turns up to and terminating at the top step of the manhole. At no time shall the copper wire be placed below the sanitary sewer. The costs for the installation of the copper wire shall be merged into the unit prices bid for sanitary sewer and no additional compensation shall be allowed.

### **C Construction**

All construction shall be done in conformance with standard specifications except as may be modified herein. The contractor shall have sufficient and adequate equipment on the site of the work for unloading and lowering pipe into the trench. Extreme care shall be exercised by the contractor in handling all pipe so as to prevent breakage. Under no circumstances shall they be dropped into the trench or so handled as to receive hard blows or jolts when being moved. Plastic pipe shall be installed in accordance to ASTM D2321. Before lowering and while suspended, the pipe or fittings shall be inspected for defects. All materials used in the work must pass field inspection.

The City of Plymouth will perform all construction staking necessary for sanitary sewer construction. Contact the City of Plymouth to request staking at least three business days in advance.

Unless otherwise ordered, pipe shall be laid with the bell ends facing upgrade.

Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. Joints shall be lubricated, cemented, or otherwise made in strict conformance with manufacturer's instructions.

4 inch or 6 inch diameter wyes or tee branches for lateral service connections shall be placed to service each building site/residence as directed by the engineer.

Plastic pipe shall be provided with approved water stops where encased in the walls of manholes.

The interior of all pipes shall be carefully freed from all dirt, concrete, and superfluous material of every description as the work progresses. If in the opinion of the engineer the pipe contains an excess of material, the pipe shall be cleaned by the contractor at no additional expense to the City of Plymouth.

The contractor shall provide adequate equipment and facilities to provide bypass pumping for all elements of work requiring interruption to flow in the sanitary sewer. The contractor shall provide backup or standby capabilities satisfactory to the City of Plymouth. The contractor is responsible for damages to private or public property due to sewer backup while controlling sewage flow. Under no circumstances will bypassing of untreated wastewater to any storm drainage facility or surface watercourse be allowed. Notify the City of Plymouth seven days in advance of sewer sections, which will not be useable in order to allow time for the City of Plymouth to notify residents. Interruptions of service shall be limited to eight hours. Interruptions shall than be verified at least 24 hours in advance. All costs for flow control, temporary pumping, etc., shall be incidental to the contract.

Testing. The following tests shall be performed by the contractor in the presence of the engineer. The contractor is responsible for providing all labor and materials to adequately perform tests.

Alignment: Sewer pipe will be inspected for alignment by the use of mirrors, flashlights or lamps. Sewer lines shall permit a through view of at least 1/2 the pipe diameter between manholes.

Acceptance: If any of the tests are not met, the contractor shall, at his own expense, determine the source of the problem and repair or replace all defective materials. The sewer line shall be considered acceptable when all of the above provisions are complied with.

#### **D Measurement**

The department will measure Sanitary Sewer (size) PVC Granular Backfill by the linear foot in place. The footage to be paid shall be measured from centerline of manhole to centerline of manhole, or from manhole to the end of a portion not starting or terminating in a manhole.



**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.10	Sanitary Sewer 8-Inch PVC Granular Backfill	LF
SPV.0090.11	Sanitary Sewer 12-Inch PVC Granular Backfill	LF

Payment is full compensation for furnishing all work herein specified and for furnishing all materials, labor, tools, fittings, equipment and incidentals necessary to complete the work.

**38. Sanitary Sewer Lateral 6-Inch PVC Granular Backfill, Item SPV.0090.12.**

**A Description**

This work shall consist of excavating required trenches, connecting the lateral to the mainline pipe, placing bedding material, connecting the new lateral to the existing lateral, all required fittings, and bends, backfilling and compacting the trenches and restoring the work site all as provided by the plans, specifications and contract. The work shall conform to the pertinent requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments, and any state or local administrative code provisions, ordinances or statutes.

**B Materials**

The PVC pipe shall be of the bell and spigot type and shall conform to the requirements of ASTM Specification D3034 Type PSM SDR-35 as detailed in the plans.

Flexible Risers shall conform to the Section 3.2.26 - Type D of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments, and shall be incidental to contract.

Bedding material conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition with amendments and shall be placed from the springline to a level at least 4 inches below the barrel of the pipe and spread evenly to completely support the pipe and bell sections.

Bedding material may be substituted for cover material, placed to a minimum of 12" above the top of the pipe, in sewer installation as specified in the SWS.

Cover material shall conform to the SWS and placed to a level at least 6 inches above the pipe.

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per standard spec 305.2.2.1 under all roadways and drives.

Ten gauge solid copper tracer wire shall be installed and secured directly above all sanitary sewer installed on this project. The copper wire shall be securely placed above and along the entire length of the sanitary sewer and shall be run up inside all manholes, then wrapped a minimum of six turns up to and terminating at the top step of the manhole. At no time shall the copper wire be placed below the sanitary sewer. The costs for the installation of the copper wire shall be merged into the unit prices bid for sanitary sewer and no additional compensation shall be allowed.

### **C Construction**

Confer with each property owner to verify the location of the new sanitary lateral. The new sanitary sewer lateral shall conform to the requirements of the SWS. New PVC pipe shall be installed in accordance to ASTM D2321.

The City of Plymouth will perform all construction staking necessary for sanitary sewer construction. Contact the City of Plymouth to request staking at least three business days in advance.

Connect lateral to existing sanitary sewer main by sawcutting perpendicular to existing pipe, removing a small section of existing main and installing new tees or wyes. The costs for the reconnection to existing laterals shall be merged into the unit prices bid for sanitary sewer and no additional compensation shall be allowed.

Unless otherwise ordered, pipe shall be laid with the bell ends facing upgrade.

Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. Joints shall be lubricated, cemented, or otherwise made in strict conformance with manufacturer's instructions.

The interior of all pipes shall be carefully freed from all dirt, concrete, and superfluous material of every description as the work progresses. If in the opinion of the engineer the pipe contains an excess of material, the pipe shall be cleaned by the contractor at no additional expense to the City of Plymouth.

Provide adequate equipment and facilities to provide bypass pumping for all elements of work requiring interruption to flow in the sanitary sewer. Provide backup or standby capabilities satisfactory to the City of Plymouth. Be responsible for damages to private or public property due to sewer backup while controlling sewage flow. Under no circumstances will bypassing of untreated wastewater to any storm drainage facility or surface watercourse be allowed. Notify the City of Plymouth seven days in advance of sewer sections, which will not be useable in order to allow time for the City of Plymouth to notify residents. Interruptions of service shall be limited to eight hours. Interruptions shall than be verified at least 24 hours in advance. All costs for flow control, temporary pumping, etc., shall be incidental to the contract.

Before lowering and while suspended, the pipe or fittings shall be inspected for defects. All materials used in the work must pass field inspection.

The new PVC Sanitary Sewer Lateral installation shall extend from the mainline sewer pipe to the location as indicated on the plans or directed by the engineer.

**D Measurement**

The department will measure Sanitary Sewer Lateral 6-Inch PVC Granular Backfill by the linear foot in place, acceptably completed. The footage to be paid shall be measured from the connection of the mainline sewer pipe to the connection of the existing sanitary lateral.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.12	Sanitary Sewer Lateral 6-Inch PVC Granular Backfill	LF

Payment is full compensation for furnishing all work herein specified and for furnishing all materials, labor, tools, wyes, tees, fittings, equipment and incidentals necessary to complete the work.

**39. Sanitary Sewer Televising, Item SPV.0090.13.**

**A Description**

This work under this item shall consist of televising all newly installed sanitary sewer lines. The work shall conform to the following requirements and additional requirements under the Standard Specifications for Sewer and Water Construction in Wisconsin Chapter 7.1.0, latest edition and amendments..

**B Materials**

The contractor shall use television cameras, television monitors, cables, power sources, lights and related equipment designed and constructed for sewer inspection.

The television camera features include:

1. 360 degree radial by 270-degree pan-and-tilt viewing field.
2. Remote adjustable optical focus.
3. Remote light compensating iris.
4. Automatic white balance circuitry.
5. NTSC color.
6. Low light, 3 lux.
7. Solid state chassis.

The camera shall provide:

1. Provide close-up color viewing of sewer pipe walls and lateral entrances using a low light-sensitive camera, movable camera head and directional lighting.
2. Operate through up to 2,000 feet of cable in sanitary and storm sewers, if necessary.

3. Perform at minus 10 degrees C to plus 50 degrees C and up to 100 percent relative humidity.
4. A remote reading footage counter, which shows accuracy to 1% of the length of section being inspected on the television monitors and outputs.

### **C Construction**

The contractor shall submit to the City of Plymouth two DVDs and two copies of the inspection log, with the title of the recordings to remain the owners. Prior to starting any television inspection the contractor shall submit a copy of the proposed inspection log format. VHS tapes will not be accepted.

The contractor shall minimize terrain damage where manholes are not located in roadways.

Move camera through lines in either direction at a uniform rate, stopping when necessary to ensure full documentation of pipe, lateral and riser conditions. Do not pull camera faster than 30 feet per minute. Use winches, cable, powered rewinds and devices that do not obstruct camera view nor interfere with documentation of pipe conditions. If television camera will not pass through entire span between manholes, then setup equipment from opposite manhole to perform inspection.

If non-remote power-and-controlled winches are used to pull television camera, use telephone or radios at span's end manholes to ensure adequate communication between crewmembers.

Check accuracy of measurement meters daily using a walking meter, roll-a-tape or other suitable device. Begin footage measurement where sewer line penetrates upstream manhole, unless engineer approves otherwise. Show footage on video data view at all times.

If televised section has substantial flow entering between manholes that impairs inspection, arrange with flow source owner to temporarily stop flow or reschedule work when reduced flow permits inspection.

If flow depth at upstream manhole of span being televised exceeds that allowable for television inspection, then reduce the flow to permit inspection.

Do not perform videotaped survey while using jetting equipment. Allow standing water to show extent of vertical pipeline misalignment.

Recordkeeping. Document television inspections using an in-vehicle or in-house computer system. System must be Microsoft Windows compatible on a DVD. Report defects and general information on pipe being viewed with an index for retrieving the information.

Make television inspection logs typewritten. Show the location, in relation to adjacent manholes, of each infiltration source discovered. Record other data of significance including building and house service connection locations, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features. Make brief and informative voice recordings in the videotapes on the sewer conditions.

Ensure any media submittal may not be accidentally erased by either removing copying data on non-rewritable DVDs.

The video recording media shall contain the following:

1. Data view:
  - a. Date of TV inspection.
  - b. Upstream and downstream manhole numbers.
  - c. Current distance along reach (tape counter footage).
  - d. Printed labels on tape container and tape cartridge with project name, location information, date, format information and other descriptive information.
  - e. Report number.
  - f. CONTRACTOR name.
2. Audio:
  - a. Date and time of TV inspection, operator name and name of adjacent street.
  - b. Verbal confirmation of upstream and downstream manhole numbers and TV direction relative to flow.
  - c. Verbal description of pipe size, type and pipe joint length.
  - d. Verbal description and location of service connections and pipe defects.
  - e. Type of weather during inspection.

All hard copy and printed computerized logs shall contain the following:

1. Location of leakage points.
2. Location of service connections.
3. Location of damaged sections, nature and damage and location relative to pipe axis.
4. Deflection in alignment or grade of pipe.
5. Date, time, city, street, basin, manhole section, reference manhole number, name of operator, inspector and weather conditions.
6. Pipe diameter, pipe material, section length and corresponding videotape identification.
7. Record of repairs and quantity of sealing material used.

The contractor shall repair damage to pipelines, manholes and improved and unimproved ground surfaces caused by inspection operations. Restore to pre-inspection condition (minimum).

#### **D Measurement**

The department will measure Sanitary Sewer Televising by the linear foot televised, logged and accepted by the engineer.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.13	Sanitary Sewer Televising	LF

Payment is full compensation for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

**40. Concrete Joint Layout, Item SPV.0105.01.****A Description**

This special provision describes providing a concrete pavement joint layout design for the intersections and marking the location of all joints in the field.

**B (Vacant)****C Construction**

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. Mark the location of all concrete pavement joint in the field. Follow the plan details for joints in concrete pavements marking adjustments as required to fit field conditions.

**D Measurement**

The department will measure Concrete Joint Layout as a single lump sum unit of work for all joint layout designs and marking, acceptably completed.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Concrete Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

**41. Railing Steel Type C1 Galvanized, Sidewalk, Item SPV.0105.02.****A Description**

This special provision describes fabricating, galvanizing, painting and installing railing in accordance to standard specs 506, 513 and 517 and the plan details, as directed by the engineer, and as hereinafter provided.

## **B Materials**

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized and receive a two-coat paint system. Bubbles, blisters and flaking in the coating will be a basis for rejection. Contractor shall be responsible for verifying railing dimensions prior to fabrication.

### **B1 Galvanizing**

After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when painted, will produce unacceptable aesthetic and/or visual qualities, will not be permitted.

### **B2 Shop Drawings**

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the paint manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

## **C Construction**

### **C.1 Delivery, Storage and Handling**

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If coating is damaged, contractor shall repair or replace railing assemblies to the approval of the engineer at no additional cost to the owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the engineer.

### **C.2 Touch-up and Repair**

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations. If damage is excessive, the railing assembly shall be replaced at no additional cost to the owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

**D Measurement**

The department will measure Railing Steel Type C1 Galvanized, Sidewalk as a single lump sum unit of work for each structure, acceptably completed.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0.105.02	Railing Steel Type C1 Galvanized, Sidewalk	LS

Payment is full compensation for fabricating, galvanizing, transporting, and installing the railing, including rail post plates, concrete masonry anchors type S and any touch-up and repairs.

**42. Water for Seeded Areas, Item SPV.0120.01.****A Description**

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

**B Materials**

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

**C Construction**

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. The topsoil shall not be left un-watered for more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

**D Measurement**

The department will measure Water for Seeded Areas by volume by the thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.01	Water for Seeded Areas	MGAL

Payment is full compensation for furnishing, hauling, and applying the water.



#### **43. Water for Dust Control, Item SPV.0120.02.**

##### **A Description**

This special provision describes furnishing, hauling and applying water to control dust as directed by the engineer, and as hereinafter provided.

##### **B Materials**

When watering for dust control, use water that is reasonably clean and free of harmful materials.

##### **C Construction**

Haul and apply water using vehicles equipped with watertight tanks. Equip the tanks with a suitable pressure-type distributor device that allows uniform application over the specified area. Use tanks with a minimum capacity of 1,000 gallons and equipped with positive shut-off valves controlled while the vehicle is in motion.

Uniformly apply the water and incorporate in the manner and amounts, at the times locations, and purposes that the engineer orders or allows. Load and unload the tank and operate the equipment in a way that does not waterlog or damage the subgrade or base.

##### **D Measurement**

The department will measure Water for Dust Control by volume by the thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity

##### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.02	Water for Dust Control	MGAL

Payment is full compensation for furnishing, hauling, and applying the water.

#### **44. Sanitary Manhole 4-FT, Item SPV.0200.01.**

##### **A Description**

This work shall include the construction of sanitary manholes consisting of precast reinforced concrete, adjusting rings, water tight joints, precast concrete base, precast reinforced concrete eccentric cone tops, flat tops, cast iron steps, and all required excavation and granular backfill in accordance to the construction details on the plans. This work shall also include the removal of existing sanitary manholes that are to be replaced by a new sanitary manhole in the same location. The work shall conform to the pertinent requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments.

## **B Materials**

Precast concrete manhole sections shall be 4-ft in diameter, unless stated otherwise as shown in the plans. The cone section shall be the eccentric type with a minimum clear opening of 24 inches. Compressive strength of the concrete shall be 4000 psi and shall conform to ASTM C478. Wall thicknesses of manholes conform to ASTM C76 for CLASS B concrete tongue and groove joint pipe.

Steps shall be Neenah Number R-1980-C or equal. They shall be securely and permanently set in the manhole wall. Steps shall be set at 16-inch centers, and have a 6-inch projection from the wall. Steps must conform to ASTM and OSHA requirements.

Manhole joint materials shall be rubber ring gasket material. Plastic gaskets shall be preformed, high adhesion material, packaged ready for use between protective paper strips conforming to Federal Specification SS-S-00210, Type I, Rope Form; Ram-Nek by K.T. Snyder Company, Incorporated, Houston, Texas: Kent Seal Number 2; or equal.

Flexible, watertight, rubber wedge ring or O-ring compression seals shall be used for pipe entrance holes. Wedge ring type shall be Press-Wedge II by Press-Seal Gasket, Corporation, Fort Wayne, Indiana, or approved equal. O-ring type shall have cast iron compression flange; Res-Seal by Scales Manufacturing, Corporation, Orangeburg, New York, or equal.

Manholes shall be constructed with a Type I Frame/Chimney Joint per the SWS.

Adjustment rings shall be concrete with steel reinforcement in conformance with ASTM C-478. Rings shall be 2 inches or 4 inches in thickness. The manholes shall be built so that a minimum of two 2-inch rings are installed for adjustment. A maximum of 12 inches for adjustment will be allowed, but the top two rings shall be of 2-inch thickness. Rubber ring gasket material shall be used between all rings to hold them in place. Mortar shall also be used to coat the rings inside and outside of the manhole for water tightness.

## **C Construction**

Invert channels in sanitary manholes shall be smooth, accurately shaped and in accordance to the plans.

The invert through sanitary manholes may be formed directly in concrete of the manhole base; or may consist of half tile laid in the concrete base; or be constructed by laying full section sewer pipe straight through the manhole and cutting out the top half after the concrete base is constructed and sufficiently set.

No horizontal surfaces shall be left on the inside side of the manhole floor. The floor shall be shaped to drain into the floor channel.

The City of Plymouth will perform all construction staking necessary for sanitary manhole construction. Contact the City of Plymouth to request staking at least three business days in advance.

Manholes shall be built up so that the frames and cover when placed will be at the established required grade.

Precast reinforced bases may be used in lieu of cast-in-place bases. Bases shall be placed on a bed of material at least 6 inches in depth, which meets the requirements for granular backfill. This bedding material shall be compacted and provide uniform support for the entire area of the base.

All granular backfill shall be compacted by means of mechanical vibration to achieve uniform consolidation in conformance with Section 2.16.14(b) of the SWS.

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per standard spec 305.2.2.1 under all roadways and drives.

#### **D Measurement**

The department will measure Sanitary Manhole 4-FT by the vertical foot from the lowest invert to the rim elevation, acceptably completed.

#### **E Payment**

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.01	Sanitary Manhole 4-FT	VF

Payment is full compensation for furnishing all work herein specified; for furnishing all materials including masonry, sanitary sewer connections, outside drop steps and other fittings; for furnishing all excavation, backfilling, disposal of surplus materials, cleaning out and restoring the work site; and for furnishing all labor, tools equipment and incidentals necessary for each structure complete.

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**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)  
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)  
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

*TrANS* is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

***I. BASIC CONCEPTS***

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   4   (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   2   (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## ***I. RATIONALE AND SPECIAL NOTE***

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

***NOTE:*** *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
  - i. Produce accurate and complete quotes.
  - ii. Understand highway plans applicable to their work.
  - iii. Understand specifications and contract requirements applicable to their work.
  - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

#### 2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
  - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
  - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
  - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
  - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
  - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
  - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
  - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

#### 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized



comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

#### **4. Department's DBE Evaluation Process**

##### **a. Documentation Submittal**

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

##### **i. Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

##### **ii. Bidder Does Not Meet DBE Goal**

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
  - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
  - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

#### **5. Department's Criteria for Good Faith Effort**

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
  - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
      - a. Primes must ask DBE firms for a response in their solicitations. *See Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
      - a. Email to all prospective DBE firms in relevant work areas
      - b. Phone call log to DBE firms who express interest via written response or call.
      - c. Fax/letter confirmation
      - d. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
  - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
    - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
    - i. Provide the following information along with department form DT1202:
      - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
      - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
      - (3) Photocopies or electronic copies of all written solicitations to DBE's.
      - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
      - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
  - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office  
6150 Fond du Lac Ave.  
Milwaukee, WI 53218  
Phone: 414-438-4583 / 608-266-6961  
Fax: 414-438-5392  
E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov)

## 6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## **7. Department's Criteria for DBE Participation**

### **Department's DBE List**

- a. The department maintains a DBE list on the department's website at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

## **8. Counting DBE Participation**

### **Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

## **9. Commercially Useful Function**

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

**10. Trucking**

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

**11. Manufacturers and Suppliers**

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

**12. DBE Prime**

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

**13. Joint Venture**

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

**14. Mentor Protégé**

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

**15. DBE Replacement**

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://www.dot.wi.gov/business/dbe/docs/policyreplacingdbe.pdf>

**16. Changes to the approved DBE Commitment Form DT1506**

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

**17. Contract Modifications**

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

**18. Payment**

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

**APPENDIX A**  
**Sample Contractor Solicitation Letter Page 1**  
*This sample is provided as a guide not a requirement*

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GFW SAMPLE MEMORANDUM

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TO: DBE FIRMS  
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR  
SUBJECT: REQUEST FOR DBE QUOTES  
LET DATE & TIME  
DATE: MONTH DAY YEAR  
CC: DBE OFFICE ENGINEER

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Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,  
Phone: (000) 123-4567  
Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_

Letting Date: \_\_\_\_\_

Project ID: \_\_\_\_\_

**Please check all that apply**

- .. Yes, we will be quoting on the projects and items listed below
- .. No, we are not interested in quoting on the letting or its items referenced below
- .. Please take our name off your monthly DBE contact list
- .. We have questions about quoting this letting. Please have some one contact me at this number

**Prime Contractor 's Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**DBE Contractor Contact Person**

Phone _____
Fax _____
Email _____
_____

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

**APPENDIX B**  
**BEST PRACTICES FOR PRIME CONTRACTOR & DBE**  
**SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

**Primes**

- Ø Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office
- Ø Host information sessions not directly associated with a bid letting;
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Ø Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Ø Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Ø Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

**DBE**

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Ø Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Ø Participate in DBE office assessment programs
- Ø Participate on advisory and mega-project committees
- Ø Sign up to receive the DBE Contracting Update
- Ø Consider membership in relevant industry or contractor organizations
- Ø Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.



## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

**APPENDIX D**  
**Good Faith Effort Evaluation Guidance**  
*Excerpt from Appendix A of 49 CFR Part 26*

**APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D.
  - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
  - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
  - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
  - c. Add attachments to a sub-quote
  - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

### **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

## ADDITIONAL SPECIAL PROVISION 6

### ASP 6 - Modifications to the standard specifications

*Make the following revisions to the standard specifications:*

#### 455.3.2.1 General

*Replace paragraph two with the following effective with the December 2014 letting:*

- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.050 to 0.070 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

#### 460.2.2.3 Aggregate Gradation Master Range

*Replace paragraph one with the following effective with the December 2014 letting:*

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

**TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS**

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm
50.0-mm	100						
37.5-mm	90 - 100	100					
25.0-mm	90 max	90 - 100	100				
19.0-mm	—	90 max	90 - 100	100		100	
12.5-mm	—	—	90 max	90 - 100	100	90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	58 - 72	90 - 100
4.75-mm	—	—	—	—	90 max	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 <sup>[1]</sup>	15.0 <sup>[2]</sup>	16.0	17.0

<sup>[1]</sup> 14.5 for E-0.3 and E-3 mixes.

<sup>[2]</sup> 15.5 for E-0.3 and E-3 mixes.

#### 465.2 Materials

*Replace paragraph two with the following effective with the December 2014 letting:*

- (2) Under the other section 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC asphaltic material, except under the Asphaltic Curb bid item furnish PG58-28 asphaltic material. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic material in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

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**Errata**

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*Make the following corrections to the standard specifications:*

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**501.3.2.4.4 Water Reducer**

Correct errata by deleting the reference to footnote 6 for grade D concrete.

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.



**ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.



**ADDITIONAL SPECIAL PROVISION 9**  
**Electronic Certified Payroll Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://www.dot.wi.gov/business/civilrights/laborwages/index.htm>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

<http://www.dot.wi.gov/business/civilrights/laborwages/docs/crc-payroll-manual.pdf>



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**DECEMBER 2013**

**BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

**I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES**

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).



**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
SHEBOYGAN COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on May 1, 2014

**CLASSIFICATION:** Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

**OVERTIME:** Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

**FUTURE INCREASE:** If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

**PREMIUM PAY:** If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	30.77	16.92	47.69
Carpenter	30.48	15.90	46.38
Cement Finisher	32.65	17.32	49.97
Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	37.25	16.30	53.55
Fence Erector	16.00	3.33	19.33
Ironworker	28.72	23.47	52.19
Future Increase(s): Add \$1.10/hr on 6/1/2014; Add \$1.15/hr on 6/1/2015.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Line Constructor (Electrical)	38.25	16.28	54.53
Painter	21.87	11.37	33.24
Pavement Marking Operator	30.00	0.00	30.00
Piledriver	30.98	15.90	46.88
Roofer or Waterproofer	23.00	7.00	30.00
Teledata Technician or Installer	21.15	8.26	29.41
Tuckpointer, Caulker or Cleaner	30.77	16.92	47.69
Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.89	51.39
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.58	40.36

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

**TRUCK DRIVERS**

Single Axle or Two Axle	34.22	19.90	54.12
Three or More Axle	24.52	17.77	42.29
Future Increase(s): Add \$1.30/hr on 6/1/2014. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	29.27	20.40	49.67
Future Increase(s): Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15); Add \$1.30/hr on 6/1/16); Add \$1.25/hr on 6/ 1/ 17. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/ business/ civilrights/ laborwages/ pwc. htm</a> .			
Pavement Marking Vehicle	23.31	17.13	40.44
Shadow or Pilot Vehicle	34.22	19.90	54.12
Truck Mechanic	23.31	17.13	40.44

**LABORERS**

General Laborer	29.04	14.63	43.67
Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	16.50	15.77	32.27
Landscaper	29.04	14.63	43.67
Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	21.73	23.68	45.41
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.69	15.50	33.19
Railroad Track Laborer	23.46	2.57	26.03

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
<b>HEAVY EQUIPMENT OPERATORS</b>			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm</a> .	36.72	20.40	57.12
Backhoe (Track Type) Having a Mfrg.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm</a> .	36.22	20.40	56.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfrg.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches	35.72	20.40	56.12

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
-----			
& A- Frames. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
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Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	35.46	20.40	55.86
-----			
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	35.17	20.40	55.57
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Fiber Optic Cable Equipment.	26.69	16.65	43.34
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Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
-----			
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	20.17	58.97
-----			
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	20.04	54.54
-----			
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	34.50	20.04	54.54
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<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
-----	\$-----	\$-----	\$-----

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: August 1, 2014

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
<u>Truck Drivers:</u>					
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$29.04 .....	14.53	1 & 2 Axles .....	25.18 .....	18.31
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	29.14 .....	14.53	Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic.....	25.38 .....	18.31
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	29.19 .....	14.53			
Group 4: Line and Grade Specialist .....	29.39 .....	14.53			
Group 5: Blaster and Powderman .....	29.24 .....	14.53			
Group 6: Flagperson; Traffic Control .....	25.67 .....	14.53			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	30.77 .....	16.62
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	28.72 .....	23.47
Cement Mason/Concrete Finisher .....	32.65 .....	17.44
Electrician .....		See Page 3
Line Construction		
Lineman .....	39.50 .....	32% + 5.00
Heavy Equipment Operator .....	37.53 .....	32% + 5.00
Equipment Operator .....	31.60 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	21.73 .....	32% + 5.00
Painters .....	22.82 .....	11.52
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 3, 2014; Modification #1, dated February 7, 2014; Modification #2, dated March 14, 2014; Modification #3, dated May 2, 2014; Modification #4, dated June 27, 2014; Modification #5, dated July 4, 2014; Modification #6, dated July 25, 2014; Modification #7, dated August 1, 2014.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: August 1, 2014

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer .....	\$37.72	\$20.93	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator. ....	\$36.72	\$20.93
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. ....	\$37.22	\$20.93	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. ....	\$36.46	\$20.93
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper. ....	\$36.17	\$20.93
			Group 6: Off - road material hauler with or without ejector.....	\$30.27	\$20.93
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: August 1, 2014

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1 .....	\$28.40	16.676		
Area 2:				
Electricians.....	29.13	17.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000 .....	26.24	16.85		
Electrical contracts over \$130,000 .....	29.41	16.97		
Area 4: .....	28.50	28.75% + 9.27	Area 6 -	KENOSHA COUNTY
Area 5 .....	28.96	24.85% + 9.70		
Area 6 .....	35.25	19.30	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 8				
Electricians.....	30.60	24.95% + 10.33	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 9:				
Electricians.....	32.94	18.71	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 10 .....	29.64	20.54	Area 11 -	DOUGLAS COUNTY
Area 11 .....	32.54	24.07	Area 12 -	RACINE (except Burlington township) COUNTY
Area 12 .....	32.87	19.23	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 13 .....	32.82	22.51	Area 14 -	Statewide.
Teledata System Installer			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 14				
Installer/Technician .....	21.89	11.83		
Sound & Communications				
Area 15				
Installer .....	16.47	14.84		
Technician .....	24.75	16.04		
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			



**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20141209008PROJECT(S):  
4560-05-71  
4560-05-72FEDERAL ID(S):  
WISC 2014440  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

## SECTION 0001 CONTRACT ITEMS

0010	201.0105 CLEARING	26.000				
		STA	.		.	
0020	201.0205 GRUBBING	26.000				
		STA	.		.	
0030	204.0100 REMOVING PAVEMENT	21,820.000				
		SY	.		.	
0040	204.0110 REMOVING ASPHALTIC SURFACE	215.000				
		SY	.		.	
0050	204.0150 REMOVING CURB & GUTTER	41.000				
		LF	.		.	
0060	204.0155 REMOVING CONCRETE SIDEWALK	1,204.000				
		SY	.		.	
0070	204.0210 REMOVING MANHOLES	44.000				
		EACH	.		.	
0080	204.0220 REMOVING INLETS	21.000				
		EACH	.		.	
0090	204.0245 REMOVING STORM SEWER (SIZE) 01. 8-INCH	111.000				
		LF	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20141209008PROJECT(S):  
4560-05-71  
4560-05-72FEDERAL ID(S):  
WISC 2014440  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	204.0245 REMOVING STORM SEWER (SIZE) 02. 10-INCH	264.000 LF	.		.	
0110	204.0245 REMOVING STORM SEWER (SIZE) 03. 12-INCH	1,453.000 LF	.		.	
0120	204.0245 REMOVING STORM SEWER (SIZE) 04. 15-INCH	338.000 LF	.		.	
0130	204.0245 REMOVING STORM SEWER (SIZE) 05. 18-INCH	288.000 LF	.		.	
0140	204.0245 REMOVING STORM SEWER (SIZE) 06. 30-INCH	54.000 LF	.		.	
0150	204.0245 REMOVING STORM SEWER (SIZE) 07. 42-INCH	94.000 LF	.		.	
0160	204.0280 SEALING PIPES	1.000 EACH	.		.	
0170	205.0100 EXCAVATION COMMON	15,297.000 CY	.		.	
0180	205.0501.S EXCAVATION, HAULING, AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	1,710.000 TON	.		.	
0190	213.0100 FINISHING ROADWAY (PROJECT) 01. 4560-05-71	1.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20141209008PROJECT(S):  
4560-05-71  
4560-05-72FEDERAL ID(S):  
WISC 2014440  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	305.0110 BASE AGGREGATE DENSE 3/4-INCH	20.000 TON	.		.	
0210	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	8,297.000 TON	.		.	
0220	311.0110 BREAKER RUN	3,400.000 TON	.		.	
0230	415.0080 CONCRETE PAVEMENT 8-INCH	18,531.000 SY	.		.	
0240	415.0210 CONCRETE PAVEMENT GAPS	12.000 EACH	.		.	
0250	415.0410 CONCRETE PAVEMENT APPROACH SLAB	169.000 SY	.		.	
0260	416.0160 CONCRETE DRIVEWAY 6-INCH	1,013.000 SY	.		.	
0270	416.0610 DRILLED TIE BARS	64.000 EACH	.		.	
0280	416.0620 DRILLED DOWEL BARS	174.000 EACH	.		.	
0290	440.4410.S INCENTIVE IRI RIDE	3,340.000 DOL	1.00000		3340.00	
0300	455.0120 ASPHALTIC MATERIAL PG64-28	3.000 TON	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20141209008PROJECT(S):  
4560-05-71  
4560-05-72FEDERAL ID(S):  
WISC 2014440  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0310	455.0605 TACK COAT	5.000 GAL	.		.	
0320	460.1101 HMA PAVEMENT TYPE E-1	47.000 TON	.		.	
0330	460.2000 INCENTIVE DENSITY HMA PAVEMENT	40.000 DOL	1.00000		40.00	
0340	465.0105 ASPHALTIC SURFACE	3.000 TON	.		.	
0350	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	3.000 TON	.		.	
0360	492.2010.S SEALING CRACKS AND JOINTS WITH HOT-APPLIED SEALANT	170.000 GAL	.		.	
0370	502.3200 PROTECTIVE SURFACE TREATMENT	273.000 SY	.		.	
0380	509.0301 PREPARATION DECKS TYPE 1	50.000 SY	.		.	
0390	509.0302 PREPARATION DECKS TYPE 2	25.000 SY	.		.	
0400	509.0500 CLEANING DECKS	197.000 SY	.		.	
0410	509.1500 CONCRETE SURFACE REPAIR	6.000 SF	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20141209008PROJECT(S):  
4560-05-71  
4560-05-72FEDERAL ID(S):  
WISC 2014440  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0420	509.2500 CONCRETE MASONRY OVERLAY DECKS	16.000 CY	.		.	
0430	520.8000 CONCRETE COLLARS FOR PIPE	7.000 EACH	.		.	
0440	601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A	8,508.000 LF	.		.	
0450	601.0600 CONCRETE CURB PEDESTRIAN	250.000 LF	.		.	
0460	602.0405 CONCRETE SIDEWALK 4-INCH	13,652.000 SF	.		.	
0470	602.0505 CURB RAMP DETECTABLE WARNING FIELD YELLOW	472.000 SF	.		.	
0480	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	906.000 LF	.		.	
0490	608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH	157.000 LF	.		.	
0500	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH	339.000 LF	.		.	
0510	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	2,155.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0520	608.0330 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 30-INCH	11.000 LF	.		.	
0530	608.0336 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 36-INCH	39.000 LF	.		.	
0540	608.0342 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 42-INCH	156.000 LF	.		.	
0550	611.0530 MANHOLE COVERS TYPE J	18.000 EACH	.		.	
0560	611.0624 INLET COVERS TYPE H	49.000 EACH	.		.	
0570	611.1230 CATCH BASINS 2X3-FT	41.000 EACH	.		.	
0580	611.2004 MANHOLES 4-FT DIAMETER	18.000 EACH	.		.	
0590	611.2006 MANHOLES 6-FT DIAMETER	2.000 EACH	.		.	
0600	611.2007 MANHOLES 7-FT DIAMETER	2.000 EACH	.		.	
0610	611.2066 MANHOLES 6X6-FT	2.000 EACH	.		.	
0620	611.3230 INLETS 2X3-FT	2.000 EACH	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
0630	619.1000 MOBILIZATION	1.000 EACH	.		.	
0640	625.0100 TOPSOIL	3,435.000 SY	.		.	
0650	627.0200 MULCHING	627.000 SY	.		.	
0660	628.1504 SILT FENCE	650.000 LF	.		.	
0670	628.1520 SILT FENCE MAINTENANCE	650.000 LF	.		.	
0680	628.2008 EROSION MAT URBAN CLASS I TYPE B	2,808.000 SY	.		.	
0690	628.7005 INLET PROTECTION TYPE A	45.000 EACH	.		.	
0700	628.7015 INLET PROTECTION TYPE C	52.000 EACH	.		.	
0710	628.7570 ROCK BAGS	30.000 EACH	.		.	
0720	629.0210 FERTILIZER TYPE B	2.900 CWT	.		.	
0730	630.0140 SEEDING MIXTURE NO. 40	62.400 LB	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0740	634.0614 POSTS WOOD 4X6-INCH X 14-FT	23.000 EACH	.		.	
0750	634.0616 POSTS WOOD 4X6-INCH X 16-FT	20.000 EACH	.		.	
0760	637.2210 SIGNS TYPE II REFLECTIVE H	327.110 SF	.		.	
0770	637.2230 SIGNS TYPE II REFLECTIVE F	33.000 SF	.		.	
0780	638.2602 REMOVING SIGNS TYPE II	84.000 EACH	.		.	
0790	638.3000 REMOVING SMALL SIGN SUPPORTS	37.000 EACH	.		.	
0800	642.5201 FIELD OFFICE TYPE C	1.000 EACH	.		.	
0810	643.0300 TRAFFIC CONTROL DRUMS	11,800.000 DAY	.		.	
0820	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	17,470.000 DAY	.		.	
0830	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	25,060.000 DAY	.		.	
0840	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	3,740.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0850	643.0900 TRAFFIC CONTROL SIGNS	21,180.000 DAY	.		.	
0860	643.0910 TRAFFIC CONTROL COVERING SIGNS TYPE I	14.000 EACH	.		.	
0870	643.1050 TRAFFIC CONTROL SIGNS PCMS	28.000 DAY	.		.	
0880	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 4560-05-71	1.000 EACH	.		.	
0890	643.3000 TRAFFIC CONTROL DETOUR SIGNS	24,280.000 DAY	.		.	
0900	646.0106 PAVEMENT MARKING EPOXY 4-INCH	5,787.000 LF	.		.	
0910	646.0126 PAVEMENT MARKING EPOXY 8-INCH	200.000 LF	.		.	
0920	647.0110 PAVEMENT MARKING RAILROAD CROSSINGS EPOXY	2.000 EACH	.		.	
0930	647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2	3.000 EACH	.		.	
0940	647.0176 PAVEMENT MARKING ARROWS EPOXY TYPE 3	4.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0950	647.0336 PAVEMENT MARKING SYMBOLS BIKE SHARED LANE EPOXY	38.000 EACH	.		.	
0960	647.0356 PAVEMENT MARKING WORDS EPOXY	1.000 EACH	.		.	
0970	647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH	405.000 LF	.		.	
0980	647.0656 PAVEMENT MARKING PARKING STALL EPOXY	237.000 LF	.		.	
0990	647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH	2,256.000 LF	.		.	
1000	650.4000 CONSTRUCTION STAKING STORM SEWER	67.000 EACH	.		.	
1010	650.4500 CONSTRUCTION STAKING SUBGRADE	4,440.000 LF	.		.	
1020	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER	1,405.000 LF	.		.	
1030	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	4,440.000 LF	.		.	
1040	650.9920 CONSTRUCTION STAKING SLOPE STAKES	4,440.000 LF	.		.	
1050	690.0150 SAWING ASPHALT	370.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1060	690.0250 SAWING CONCRETE	1,062.000				
	LF		.		.	
1070	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	1,090.000	1.00000		1090.00	
	DOL					
1080	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	2,000.000	5.00000		10000.00	
	HRS					
1090	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	1,320.000	5.00000		6600.00	
	HRS					
1100	SPV.0060 SPECIAL 01. HYDRANT	8.000				
	EACH		.		.	
1110	SPV.0060 SPECIAL 02. GATE VALVE AND VALVE BOX 6-INCH	8.000				
	EACH		.		.	
1120	SPV.0060 SPECIAL 03. GATE VALVE AND VALVE BOX 8-INCH	11.000				
	EACH		.		.	
1130	SPV.0060 SPECIAL 04. GATE VALVE AND VALVE BOX 10-INCH	2.000				
	EACH		.		.	
1140	SPV.0060 SPECIAL 05. GATE VALVE AND VALVE BOX 12-INCH	20.000				
	EACH		.		.	
1150	SPV.0060 SPECIAL 06. SANITARY MANHOLE FRAME AND LID	6.000				
	EACH		.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1160	SPV.0060 SPECIAL 07. SANITARY MANHOLE INTERNAL SEAL	21.000 EACH	.		.	
1170	SPV.0060 SPECIAL 08. ADJUSTING SANITARY MANHOLE COVERS	13.000 EACH	.		.	
1180	SPV.0060 SPECIAL 09. REMOVING SANITARY MANHOLES	2.000 EACH	.		.	
1190	SPV.0060 SPECIAL 10. SANITARY MANHOLE OUTSIDE DROP 6-INCH	1.000 EACH	.		.	
1200	SPV.0060 SPECIAL 11. SANITARY MANHOLE OUTSIDE DROP 8-INCH	1.000 EACH	.		.	
1210	SPV.0060 SPECIAL 12. SANITARY MANHOLE OUTSIDE DROP 12-INCH	1.000 EACH	.		.	
1220	SPV.0060 SPECIAL 13. BENTONITE TRENCH DAM SPECIAL	4.000 EACH	.		.	
1230	SPV.0060 SPECIAL 14. ADJUSTING WATER VALVE BOXES	1.000 EACH	.		.	
1240	SPV.0075 SPECIAL 01. STREET SWEEPING	50.000 HRS	.		.	
1250	SPV.0090 SPECIAL 01. HNDRANT LEAD 6-INCH PVC	80.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1260	SPV.0090 SPECIAL 02. WATER SERVICE LATERAL 1-INCH HDPE	1,990.000 LF	.		.	
1270	SPV.0090 SPECIAL 03. WATERMAIN 4-INCH PVC GRANULAR BACKFILL	85.000 LF	.		.	
1280	SPV.0090 SPECIAL 04. WATERMAIN 6-INCH PVC GRANULAR BACKFILL	10.000 LF	.		.	
1290	SPV.0090 SPECIAL 05. WATERMAIN 8-INCH PVC GRANULAR BACKFILL	250.000 LF	.		.	
1300	SPV.0090 SPECIAL 06. WATERMAIN 10-INCH PVC GRANULAR BACKFILL	60.000 LF	.		.	
1310	SPV.0090 SPECIAL 07. WATERMAIN 12-INCH PVC GRANULAR BACKFILL	3,880.000 LF	.		.	
1320	SPV.0090 SPECIAL 08. WATERMAIN 10-INCH DUCTILE IRON GRANULAR BACKFILL	30.000 LF	.		.	
1330	SPV.0090 SPECIAL 09. WATERMAIN 12-INCH DUCTILE IRON GRANULAR BACKFILL	310.000 LF	.		.	
1340	SPV.0090 SPECIAL 10. SANITARY SEWER 8-INCH PVC GRANULAR BACKFILL	240.000 LF	.		.	
1350	SPV.0090 SPECIAL 11. SANITARY SEWER 12-INCH PVC GRANULAR BACKFILL	1,695.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1360	SPV.0090 SPECIAL 12. SANITARY SEWER LATERAL 6-INCH PVC GRANULAR BACKFILL	1,830.000 LF	.		.	
1370	SPV.0090 SPECIAL 13. SANITARY SEWER TELEVISIONING	1,935.000 LF	.		.	
1380	SPV.0105 SPECIAL 01. CONCRETE JOINT LAYOUT	LUMP	LUMP		.	
1390	SPV.0105 SPECIAL 02. RAILING STEEL TYPE C1 GALVANIZED SIDEWALK	LUMP	LUMP		.	
1400	SPV.0120 SPECIAL 01. WATER FOR SEEDED AREAS	70.000 MGAL	.		.	
1410	SPV.0120 SPECIAL 02. WATER FOR DUST CONTROL	800.000 MGAL	.		.	
1420	SPV.0200 SPECIAL 01. SANITARY MANHOLE 4-FT	73.000 VF	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**