

HIGHWAY WORK PROPOSAL

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

Proposal Number:

19

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Outagamie	4984-09-71	WISC 2015 094	City of Appleton Prospect Avenue Jackman Street Overhead	Local Street

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: February 10, 2015 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time One Hundred (100) Working Days	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 5%	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 Removals, grading, base aggregate, concrete pavement, HMA pavement, storm sewer, sanitary sewer, water main, erosion control, lighting, pavement marking, traffic control, restoration, construction of Structures B-44-284 and R-44-16.	Date Guaranty Returned
Notice of Award Dated	

**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 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/engrserv/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 4984-09-71, City of Appleton, Prospect Avenue, Jackman Street Overhead, Local Street, Outagamie 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 removals, grading, base aggregate, concrete pavement, HMA pavement, storm sewer, sanitary sewer, water main, erosion control, lighting, pavement marking, traffic control, restoration, replacement of Structure B-44-284, construction of Structure R-44-16 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.

Construction Operations

Close Prospect Avenue from S. State Street to S. Walnut Street and Jackman Street from S. State Street to W. Water Street. No detour routes will be posted for this closure. Complete all work as specified in the plans and specifications.

4. Traffic.

Close Prospect Avenue and Jackman Street to through traffic during construction operations under this contract. Place the appropriate signing and barricades prior to beginning construction work on the closed roadways. Maintain access to all businesses and residences from at least one direction at all times.

Residential property drive approaches may be closed for the minimum time required to construct new access approaches, unless otherwise directed by the engineer. Do not close any residential drive approach or remove it from service without giving a 24-hour notice to the occupants of the premises to remove their vehicles prior to removal or closing of the drive access.

Maintain access to all businesses and residences from at least one direction at all times.

Do not close any access to a business without authorization from the business owner and the engineer. Access to 714 Jackman Street must be maintained at all times, this property operates as a day care. Access to the driveway at the intersection of Jackman St. and Water St. must be maintained at all times, multiple businesses utilize this driveway. Staging of driveways and/or entryways may be required to pour concrete.

Maintain access on a minimum of base aggregate dense at all times to abutting businesses/properties located along the project.

Develop the schedule of operations to conform to the construction staging as described in the plans, unless modifications of the plans are approved in writing by the engineer.

Submit any traffic control change request to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

Keep appropriate emergency officials informed of routes within the construction area to provide emergency services. Allow emergency vehicles access at all times to these areas during construction. Allow through access to emergency vehicles on Jackman Street at all times during construction.

5. Utilities.

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

Within the limits of this project there are underground and aerial utility facilities. Coordinate construction activities with a call to Diggers Hotline, and/or direct call to the utilities for the underground facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities, and maintain OSHA code clearances from overhead facilities at all times.

AT&T has underground facilities along the north side of Prospect Avenue from State Street to Station 103+25 and are attached to the Prospect Avenue bridge across Jackman Street.

AT&T plans to abandon the facility on Prospect Avenue, including those that are attached to the structure. The communication line will be relocated starting at the northwest corner of Prospect Avenue and State Street (Station 99+21 LT – 22' and Station 99+75 LT - 22'). The facility will be relocated along State Street in the east side terrace crossing Jackman Street at Station 498+09, then along the south terrace on 4th Street.

AT&T anticipates starting work in the summer of 2014 and completing their relocations within 60 days.

City of Appleton – Sanitary Sewer has underground facilities along the south side of Prospect Avenue as well as the center of Jackman St. There is an underground facility that runs from Prospect Avenue south to Jackman Street on the east side of Jackman Street.

The City of Appleton plans to replace sanitary sewer laterals to multiple properties during the fall of 2014.

On Prospect Avenue, the sanitary sewer beginning at the manhole at Station 101+45 60' RT (Prospect) to the manhole at Station 502+05 10' RT (Jackman) will be replaced as part of the project.

City of Appleton – Street Lighting has overhead facilities on Prospect Avenue that are attached to WE Energies Electric utility poles. These street lights will be relocated with the WE Energies utility poles. See WE Energies electric for locations.

The City of Appleton plans to install street lighting on Jackman Street and the west sidewalk as part of this project. The underground facilities will be constructed as part of this project, the City of Appleton will install the poles and wiring separately after construction.

City of Appleton – Water Main has underground facilities along the south side of Prospect Avenue as well as both sides of Jackman Street.

From State Street to Station 101+25, the city will remove and replace the old water main. At Station 101+25, the city will install a temporary fire hydrant. Prior to constructing the water main, contact the City of Appleton so that they can remove the temporary fire hydrant.

From Station 102+90 to Walnut Street, the city will abandon the water main on the south side of Prospect Avenue and construct new 8" water main on the north side of Prospect Avenue. At Station 102+90, the city will install a temporary fire hydrant. Prior to constructing the water main, contact the City of Appleton so that they can remove the temporary fire hydrant.

The City of Appleton anticipates starting work in the spring of 2015 and completing their relocations by May 15, 2015. The contact for the City of Appleton is Mark Kilheffer at (920) 832-6327. The contractor working for the City of Appleton is Kruczek Construction, Inc. and the contact person is Sean McNamera at (920) 863-6841.

Time Warner Cable has overhead facilities along the north side of Prospect Avenue attached to the WE Energies poles and along the east side of Jackman Street attached to the WE Energies poles. Time Warner Cable has underground facilities along the east side of Jackman Street from Station 500+94 continuing south to Water Street.

Time Warner Cable is to re-route their underground and aerial facilities along Jackman Street to avoid conflicts. TWC will attach to new poles, as well as transfer to new poles along State Street then continue in joint trench work with WE Energies along Prospect Avenue to additional new aerial. Once across Jackman Street, TWC is to locate, dig up, and expose existing facilities. A new TWC pedestal is to be placed by new pole set, to tie into TWC's existing facilities.

Time Warner Cables' exist underground located along the east side of Jackman St. from riser pole at STA 500+94 10' LT, crossing at the intersection of Jackman St. and Water St. at STA 503+06, continuing to existing TWC pedestal. TWC facilities from the new TWC pedestal to existing TWC pedestal, it so remain. TWC facilities from current riser pole to new pedestal is to be abandoned.

Time Warner Cable anticipates starting work on when WE Energies Electric has completed their work. TWC anticipated completing their relocations within 25 days.

WE Energies - Gas has underground facilities within the project limits along Prospect Avenue excluding the Prospect Avenue bridge and on Jackman Street north of the Prospect Avenue Bridge.

On Prospect Avenue at approx Station 98+65 RT – 16' to approx Station 100+65 RT – 19' WE Energies has an existing 2-inch PE gas main in conflict with the road construction. The gas main will be relocated to Station 98+65 RT – 31' and Station 100+65 RT – 31' (or 2' west of the east right-of-way).

At approximately Station 99+44, WE Energies has an existing 2-inch PE gas main crossing Prospect Avenue in conflict with the road construction. This section of main will be abandoned in place.

On Prospect Avenue at approx Station 102+75 RT – 20' to approx Station 104+85 RT – 21' WE Energies has an existing 2-inch ST gas main that will be in close proximity to the excavation. It is not in conflict, but WE Energies will replace this portion of main in the work zone. The gas main will be relocated to Station 102+75 RT – 31' and Station 104+85 RT – 31' (or 2' west of the east right-of-way).

On Jackman Street at approx Station 498+15 LT – 13' to approx Station 499+45 LT – 12' WE Energies has an existing 2-inch PE gas main in conflict with the road construction. The gas main will be relocated to Station 498+15 LT – 28' and 499+45 LT – 28' (or 2' south of the north right-of-way).

At approximately Station 498+15, WE Energies has an existing 2-inch PE gas main crossing Jackman Street in conflict with the road construction. This section of main will be abandoned in place. The new main will be located at approx Station 498+00 and will cross Jackman Street.

WE Energies gas anticipates starting work on August 24, 2014 and completing their relocations by September 19, 2014.

WE Energies - Electric has two sets of overhead facilities along the north side of Prospect Avenue as well as overhead facilities on running North-South on Jackman which cross the Prospect Avenue Bridge.

On Prospect Avenue WE Energies has overhead street lighting lines along the north side on both sides of the bridge, but do not cross the bridge. They terminate at street light poles on either side of the bridge at Station 101+35 and Station 102+50. The City of Appleton leases the lights from WE Energies. WE Energies will leave existing street lights in place until spring of 2015 and remove prior to road construction. The two existing street light poles on Prospect Avenue nearest the bridge on the east and west side will be removed during construction and replaced after roadway is completed. WE Energies requires a 30 day notice to remove the lighting. It is understood the City of Appleton will install new street lighting along Jackman Street and parking area and WE Energies will continue to light Prospect Avenue.

On Prospect Avenue WE Energies has an overhead 7.2 kV Primary Distribution Offshoot Line. This overhead line runs along the north side of Prospect Avenue on the west side only. It is attached to the 80' tall pole on the N-S Lines on Jackman, crosses Jackman, and serves residences to the west. WE Energies will install a new 3-phase overhead distribution line on State Street and bury new underground electric on Jackman Street and Prospect Avenue to facilitate removal of overhead conductors above the Prospect Avenue bridge. WE Energies plans to relocate the pole at Station 104+49 22' L to avoid sidewalk ramp, move pole at Station 100+42 19' LT and relocate pole on Jackman Street at approximately Station 498+50.

On Jackman Street WE Energies has one 34.5 kV and two 4.16 kV overhead lines running parallel to Jackman on 80' tall poles. The lines cross the bridge and are in conflict with construction. WE Energies will relocate power poles on Jackman Street from State Street south to W. Water Street and eliminate the overhead conductor parallel to and crossing the Prospect Avenue bridge to facilitate bridge construction. WE Energies will need to open cut the existing Jackman Street pavement for underground conduit installation.

WE Energies will need to construct the underground along Prospect Avenue and overhead line along State Street prior to the electric relocation on Jackman Street. WE Energies plans to relocate their facilities in October 2014, except the street lighting on Prospect Avenue stated above.

6. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

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

105-001 (20140630)

7. Referenced Construction Specifications.

Construct the sanitary sewer and water main work conforming to the "Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition." If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs

8. Work by Others.

The City of Appleton, Department of Public Works, will be responsible for the following work concurrent with work under this contract:

- Furnish and installation of all above ground street lighting poles, arms, and fixtures.
- Furnish and installation of lighting control cabinet, electrical service meter pedestals, all wiring and cabling, and all wire terminations at street light bases and in the lighting control cabinets.
- Coordination with the electric utility company for installation of new street lighting electrical service.

Coordinate all stages of the electrical construction with the city and allow for the city crew to conduct their necessary work. Notify the City of Appleton three business days before the city is to begin their work. The City of Appleton anticipates that the above stated work will take one week to complete. The utility company anticipates about three weeks of lead time to schedule installation of electrical service, once city has received inspection

approval for installation of the meter service pedestal. The contact person from the City of Appleton is Mike Hardy, (920) 832-6478.

- Remove existing temporary fire hydrants
- Adjusting water valves

Coordinate all stages of the water main construction with the city and all for the city crew to conduct their necessary work. Notify the City of Appleton three business days before the city is to begin their work. The City of Appleton anticipates that the above stated work will take one week to complete. The contact person from the City of Appleton is Gary Klein, (920) 419-6038.

- Permanent Signing

Coordinate all stages of the permanent signing with the city and allow for the city crew to conduct their necessary work. Coordinate with the City of Appleton during construction operations as to avoid conflicts. The City of Appleton anticipates that the above stated work will take one week to complete. The contact person from the City of Appleton is Mike Hardy, (920) 832-6478.

9. 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)

10. 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:

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

^[1] 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.

^[2] 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:

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

^[1] 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)

11. Electrical General.

A Description

This special supplements standard spec 651.

B Materials

All materials furnished by the contractor for electrical installation under this contract are subject to approval by the engineer.

Furnish a complete list of materials to be furnished and used. Include on the list the names and addresses of manufacturers, together with catalog numbers, certificates of compliance, specifications, and other product information requested by the engineer. Submit the list within 20 calendar days of the award of the contract. No materials shall be incorporated into the contract prior to the written approval of the engineer. Approval does not change the intent of the specifications. Resubmit for approval any substitute or changes in material.

Up to two submittals of material for approval are allowed. If more than two submittals are required, the contractor will be charged on a time-and-material basis for additional review time with payment made before submittals will be returned.

C Construction

C.1 General

Perform all work in conformance with the Wisconsin Electrical Code, National Electric Code (NEC), National Electrical and Safety Code (NESC), and the construction practices of the National Electrical Contractors Association (NECA).

Coordinate locations of proposed signal bases, street light bases, cabinet base, and pull boxes with the City of Appleton Traffic Engineer after being staked but prior to placement by the contractor. Notify the City of Appleton Traffic Engineer three business days in advance to coordinate locations. The contact person for the City of Appleton is Mike Hardy, (920) 832-6478.

Make available for inspection any installations below grade before backfilling or concealing. The engineer reserves the right to reject installations not made available for inspection.

Contact the engineer for coordination and inspection of all electrical installations.

Obtain utility locations prior to work and verify with engineer the routing of existing underground wiring and lighting circuits.

Show care not to damage existing conduit and wiring to remain.

Furnish all labor, material, equipment and incidentals necessary to complete the project in accordance to the plans and specifications and to provide a completely operational system. All items not specifically identified, but required shall be incidental to the most appropriate bid item.

C.2 Removals

Provide for the proper removal and disposal of materials and equipment not to be reused off-site in an approved manner. Properly store and protect any materials that will be reused or reinstalled. Repair or replace any damage to removed materials to be reused as determined by the engineer at no additional cost to the project.

Completely remove all concrete bases. Backfill all concrete base removals with Gradation No. 2 compacted gravel.

D (Vacant)

E Payment

The department will pay for the work specified under the various traffic signal and lighting items.

12. Electrical Conduit.

Supplement standard spec 652 as follows:

Amend standard spec 652.3.1.1 (5) as follows:

Where plans call for the City of Appleton to install wire or cable, a pull wire from the City of Appleton's approved electrical materials list, or approved equal, shall be installed in each run of conduit, as laid, where wire or cable is installed. The pull wire shall be approximately 4 feet longer than the run of conduit and shall be doubled back at least 2 feet at each raceway access point. The pull wire shall be anchored at each access point in a manner acceptable to the engineer.

Add the following to standard spec 652.3.1.1 Installation of Conduit:

All conduit ends shall be identified with indelible marker with the identification for the traffic signal/street light base, loop detector, or other facility they serve (i.e. NW SB1, D41).

All conduit runs should be as straight as possible to minimize material costs, construction costs, and to facilitate the pulling of electrical cable.

All conduit connections shall be thoroughly cleaned and cemented with products from the city's approved electrical materials list.

Conduit runs shall be cleaned out and have bell ends installed within 24 hours of completion of each conduit run.

When the plans indicate the conduit leading to an existing concrete base or pull box is to be intercepted and reused, the conduit shall be exposed and cut cleanly prior to removal of the base. Damage to the existing conduit during removal shall be repaired and replaced at the contractor's expense.

When the plans indicate an existing steel or PVC conduit run is to be intercepted with a new run of PVC conduit and reused, the existing conduit shall be exposed and cut cleanly. If connecting to metal conduit, only use adapter fillings UL listed for electrical use. Damage to the existing conduit during removal shall be repaired and replaced at the contractor's expense.

13. Pull Boxes and Junction Boxes.

Supplement standard spec 653 as follows:

Add the following to standard spec 653.3:

Any excavations or voids shall be backfilled and compacted in 8-inch lifts with engineer-approved tamping equipment.

Install grounding lug, equipment grounding electrode and grounding conductor where plans call for the City of Appleton to install wire or cable.

14. Abatement of Asbestos Containing Material P-44-728, Item 203.0210.S.01.

A Description

This special provision describes abating asbestos containing material on structures in accordance to the plans, the pertinent provisions of the standard specifications, and as hereinafter provided.

B (Vacant)

C Construction

James Gondek, License Number All-108099, inspected Structure P-44-728 for asbestos on June 1, 2011. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: caulk around railing attachments, 2% non-friable, 112 linear feet.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is available from Craig Treadway, (920) 468-4771. In accordance with NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Craig Treadway, (920) 468-4771 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI, 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure P-44-728, W Prospect Dr over Jackman Street
- Site Address: 0.1M W of Jct USH 10, City of Appleton, WI
- Ownership Information: City of Appleton Department of Public Works, 100 N. Appleton Street, Appleton, WI 54911
- Contact: Craig Treadway
- Phone: (920) 468-4771
- Age: 99 years old. This structure was constructed in 1915.
- Area: 2476 SF of deck

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to

standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

D Measurement

The department will measure Abatement of Asbestos Containing Material (Structure), completed in accordance to the contract and accepted, as a single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0210.S.01	Abatement of Asbestos Containing Material Structure P-44-728	LS

Payment is full compensation for submitting necessary forms; removing all asbestos; properly disposing of all waste materials; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

203-005 (20120615)

15. Abandoning Sewer, Item 204.0291.S.

A Description

This special provision describes abandoning existing sewer by filling it with cellular concrete according to the pertinent requirements of standard spec 204 and standard spec 501, as shown in the plans, and as hereinafter provided.

B Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.5.3 Provide water meeting the requirements of standard spec 501.2.4.

C Construction

Fill the abandoned sewer pipe with cellular concrete as directed by the engineer. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

D Measurement

The department will measure Abandoning Sewer in volume by the cubic yard according to standard spec 109.1.3.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.

204-050 (20080902)

16. Concrete Staining B-44-284, Item 517.1010.S.01; R-44-16, Item 517.1010.S.02; Minor Retaining Walls, Item 517.1010.S.03.

A Description

Furnish and apply a two coat concrete stain to the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement: Tri-Mix by TK Products
 Thoroseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied in accordance to manufacturer's recommendations:

Acrylic Bonding Admixture: TK-225 by TK Products
 Achro 60 by Thoro Products
 Achro Set by Master Builders

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and a pigmented sealer finish coat. Use the following products, or equal as approved by the department, as part of the two coat finish system:

Tri-Sheen Concrete Surfacer, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure and Seal EPX by Chem Masters
H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials in accordance to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining.

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish in accordance to standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain in accordance to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the stain shall be as given on the plan. Tint the base coat to match the finish coat; the two coats shall be compatible with each other.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.4 Test Areas

Prior to applying stain to the structure, apply the stain to sample panels measuring a minimum of 48-inches x 48-inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between the stones produced by the form liner if applicable. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces in accordance to the plan.

D Measurement

The department will measure Concrete Staining (Structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S.01	Concrete Staining B-44-284	SF
517.1010.S.02	Concrete Staining R-44-16	SF
517.1010.S.03	Concrete Staining Minor Retaining Walls	SF

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.

517-110 (20140630)

17. Architectural Surface Treatment B-44-284, Item 517.1050.S.01; R-44-16, Item 517.1050.S.02; Minor Walls, Item 517.1050.S.03.

A Description

Construct a concrete masonry architectural surface treatment on the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials

Use form liners that attach easily to the forming system, and do not compress more than ¼-inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set “break-backs” at a minimum of ¾-inches from the finished concrete surface.

C Construction

C.1 Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

C.2 Form Liner Preparation

Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer’s recommendations.

Apply form release per manufacturer’s recommendations.

C.3 Form Liner Attachment

Place adjacent liners less than ¼-inch from each other, attach liner securely to forms in accordance to the manufacturer’s recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

D Measurement

The department will measure Architectural Surface Treatment (Structure) in area by the square foot of architectural surface, 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
517.1050.S.01	Architectural Surface Treatment B-44-284	SF
517.1050.S.02	Architectural Surface Treatment R-44-16	SF
517.1050.S.03	Architectural Surface Treatment Minor Walls	SF

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

517-150 (20110615)

18. Insulation Board Polystyrene, 2-Inch-Inch, Item 612.0902.S.

A Description

This special provision describes furnishing and placing polystyrene insulation board as shown on the plans and as hereinafter provided.

B Materials

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised.

Delete flammability requirement.

B.1 Certification

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the engineer.

C (Vacant)

D Measurement

The department will measure Insulation Board Polystyrene (size) by area in square yards of work, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
612.0902.S	Insulation Board Polystyrene 2-Inch	SY

Payment is full compensation for furnishing all excavation; and for furnishing and placing the insulation board.

612-005 (20030820)

19. Fence Safety, Item 616.0700.S.**A Description**

This special provision describes furnishing and installing a plastic fence at locations shown on the plans and as hereinafter provided.

B Materials

Furnish notched conventional metal “T” or “U” shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1 inch min to 3 inch max
Resin/Construction:	High density polyethylene mesh
Service Temperature:	-60° F to 200° (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at Break (%):	Greater than 100% (ASTM D638)
Chemical Resistance:	Inert to most chemicals and acids

C Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S.	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

616-030 (20070510)

20. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$200.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

632-005 (20070510)

21. Seismograph, Item 999.1000.S.

A Description

This special provision describes furnishing a seismograph and employing trained operators to continuously monitor building vibration.

B Material

Use seismographs that are in accordance to ILHR 7.63, and are continuous strip recorders supplied with all the accessories necessary for making seismographic observations.

C Construction

Monitoring procedures shall be in accordance to ILHR 7.64 and the following: Take seismograph readings prior to construction activities to establish an ambient index.

Place the seismograph to continuously monitor all construction activities or as directed by the engineer. If construction activities generate ground vibration in excess of the Peak Particle Velocity Limits as shown in ILHR 7.64, stop the construction operation in progress and consider and implement alternate construction methods.

D Measurement

The department will measure Seismograph as a single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1000.S	Seismograph	LS

Payment is full compensation for furnishing and operating a seismograph, an operator, and accessories.
999-005 (20030820)

22. Crack and Damage Survey, Item 999.1500.S.

A Description

This special provision describes conducting a crack and damage survey of the residences and business located at:

- 804 State Street
- 730 State Street
- 507 Prospect Avenue

This Crack and Damage Survey shall consist of two parts. The first part, performed prior to construction activities, shall include a visual inspection, photographs, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, photographs, and written report describing any change in the building's condition.

B (Vacant)

C Construction

Prior to any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The intent of the written report and photographs is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be typed on bond paper and be in text form.

The photographs shall be taken by a professional photographer capable of producing sharp, grain free, high-contrast colored pictures with good shadow details. The photographs shall be 3½ inch by 5 inch color prints, glossy, and mounted in protective storage pages with clear slip-in pockets and clear background. Each sheet shall hold four prints. The back of each photograph shall contain the following information:

ID _____
Building Location _____
View looking _____
Date _____
Photographer _____

Prior to the start of any construction activities pertinent to this survey, submit a copy of the written report and photographs to the engineer.

After the construction activities are complete, conduct another survey in the same manner, take photographs, and submit another written report to the engineer.

In lieu of photographs, a professional videographer may be hired to use a video camera capable of producing a video with the clarity required to perform this work.

D Measurement

The department will measure Crack and Damage Survey as single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1500.S	Crack and Damage Survey	LS

Payment is full compensation for providing the before and after written reports, and for photographs or video.

999-010 (20130615)

23. Manholes 5-FT Diameter Special, Item SPV.0060.01.

A Description

This special provision describes furnishing and constructing Manholes 5-FT Diameter Special in accordance to standard spec 611 and as specified herein.

B Materials

Furnish Manholes 5-FT Diameter Special in accordance to standard spec 611.2 and the standard detail drawings for Manholes 5-FT Diameter.

Drop type entrances shall be PVC as shown on the construction details.

C Construction

Construct Manholes 5-FT Diameter Special in accordance to standard spec 611.3, the standard detail drawings for Manholes 5-FT Diameter, and the Construction Detail for Manholes 5-FT Diameter Special.

D Measurement

The department will measure Manholes 5-FT Diameter Special as each individual manhole, 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	Manholes 5-FT Diameter Special	Each

Payment for Manholes 5-FT Diameter Special is full compensation for providing all materials, including all masonry, connections, steps, inside drop pipe, and other fittings; for furnishing all excavating, backfilling, disposing of surplus material, and for cleaning

out and restoring the work site; except that the department will pay for covers, including frames and lids and adjusting the covers separately.

24. Sanitary Sewer Manholes, Item SPV.0060.02.

A Description

This special provision consists of furnishing and installing new sanitary sewer manholes.

B Materials

B.1 Precast Concrete

Precast concrete bases, risers, cones, flat slab tops and grade rings shall conform to ASTM Specification C-478.

B.2 Bases

Bases shall be manufactured integral with the riser section and have a minimum thickness of 6" for 4' diameter manholes and 8" for 5' and larger diameter manholes.

B.3 Risers and Cones

Cones and flat slab tops shall have a gasket joint conforming to ASTM C-443, and an eccentric opening located 6 inches from the perimeter of the slab. Cut-outs for storm sewer pipes other than concrete pipe shall be a minimum of 3" above the manhole floor.

B.4 Grade Rings

Grade rings shall be monolithic, circumferential units manufactured with air-entrained concrete containing 6% \pm 1.5% air. Concrete grade rings shall be 3" or greater.

B.5 Joints

Joint design and rubber gasket material shall conform to ASTM Specification C-443. In lieu of rubber gaskets, flexible joint material conforming to AASHTO Specification M-198 may be used and shall be 1 ¼ inch x 1 inch for risers and tops (including the joint between the top section and bottom grade ring), and 3 ½ inch x 3/8 inch for grade rings.

Sealants for rubber grade rings shall meet the requirements of ASTM C920-79, Type S, Grade NS, Class 25, Use NT, M, and A. There shall be 2 continuous strips, 5/16 inch thick, placed 1 inch and 0.5 inch smaller than the outside diameter ring.

B.6 Castings

Frames and lids shall be Neenah Foundry R-1530 or approved equal, machined bearing surface, Type "B" lid, indented top design with rubber seal and concealed pickhole.

B.7 Drop Pipe

Drop type entrances shall be either ductile iron or PVC as shown on the construction details.

C Construction

Use construction methods conforming to the requirements on the *Standard Specifications for Sewer and Water Construction in Wisconsin*.

Contractor shall construct and maintain all temporary bypass sewers and be responsible for all bypass pumping of sewage as necessary during construction. The contractor shall be responsible for paying for any cleanup and damage claims, or any fines imposed as a result of spills or overflows that occur as a result of the bypass pumping operations. Bypass pumping shall be provided electrically or by gasoline engine with a critical grade muffler. Contractor shall be responsible for any permits that may be required.

Remove and dispose of all existing manholes and appurtenances that are being replaced by new sanitary manholes. Manhole castings shall be salvaged and be delivered to a location specified by the City of Appleton. Contact Randey Felton at (920) 832-6483 for delivery location of salvaged castings.

Verify that dimensions and elevations are as indicated on the plans. Verify pipe locations, elevations and alignment of casing pipe and carrier pipe with proposed manhole elevations and retaining wall components. Clearances are critical. Contractor must contact engineer if there are any conflicts or discrepancies.

Manholes shall be constructed at the locations and grades indicated on the sewer plans or as staked in the field. All work shall conform to the pertinent provisions of standard spec 611.

Where a sanitary sewer enters a manhole above the invert of the lowest sewer with a drop of 24 inches or more, the incoming sewer shall be connected to the manhole by means of an outside drop connection in accordance to the Construction Detail. The concrete encasement (Class C) for the outside drop shall be attached to the manhole barrel with suitable anchors at intervals not to exceed 3 feet. Backfill concrete shall be used for backfill of the manhole excavation adjacent to the outside drop encasement for support of the incoming sewer.

D Measurement

The department will measure Sanitary Sewer Manholes as each individual manhole, 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	Sanitary Sewer Manholes	Each

Payment for Sanitary Sewer Manholes is full compensation for providing all materials, labor and equipment, including all masonry, connections, steps, outside drop pipe, and other fittings; temporary bypass pumping, for furnishing all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site; and all necessary material including, but not limited to, the manhole base, sections, flexible pipe

connectors, joint material, manhole castings (frame and cover), riser, concrete and bedding stone and final adjustment to finished grade.

25. Water Main 8-Inch, 45° Bend, Item SPV.0060.03.

A Description

This special provision consists of furnishing and installing new water main.

B Materials

B.1 Fittings

Fittings shall be made in accordance to AWWA C110/ANSI A-21.10 with mechanical joint. Material shall be Cast Iron ASTM A48 Class 30b with a minimum working pressure of 250psi or Ductile Iron ASTM A536 Grade 60-42-10 or Grade 70-50-05 with a minimum working pressure of 350psi (4"-24") and 250psi (30", or greater). Fittings shall have cement-mortar lining in accordance to AWWA C104/ANSI A-21.4-95.

Wedge style restraints shall be used on all public main fittings, bends, and all services including fire lines within the public right-of-way greater than 2" diameter and meet or exceed rated working pressure of the main. If specified for installation as restrained main, all PVC main shall use bell restraint harnesses.

B.2 PVC Pipe (C900, C905)

Slip Joint - Glands shall be manufactured of ductile iron conforming to ASTM A536. Glands shall be tested and meet standard ASTM F1674. All bell restrained slip joint PVC main (4" to 12") shall use EBAA Series 1600, or approved equal. All bell restrained slip joint PVC main greater than 14" shall use EBAA Series 2800 or approved equal.

MJ Fittings -Restraint/glands for connection to MJ fittings shall be EBAA Series 2000PV or approved equal.

B.3 Ductile Iron Pipe (slip joint)

Ductile iron pipe (slip joint) shall be restrained with a wedge action restraint solid ring on the spigot joined to a split ductile iron ring on the bell. The wedge ring, split ring and wedging components shall be made with a minimum grade of 60-42-12 ductile iron in conformance with ASTM A536. Wedges shall be heat treated to a minimum hardness of 370 BHN. The connecting tie rods shall be made with low alloy steel conforming to AWWA C111/ANSI A-21.11. The product shall be EBAA Series 1700, or approved equal.

B.4 Ductile Iron Pipe (mechanical joint)

For ductile iron pipe (mechanical joint) EBAA Series 1100TDM Megalug, or equivalent shall be used.

B.5 Polyethylene Wrap

Polyethylene wrap shall be installed on all ductile iron pipe and non-epoxy coated fittings. The polyethylene wrap shall be Class 'C', Black, with a minimum thickness of 8 mils and meet all the requirements of AWWA C105/ANSI A-21.5, and ASTM D4976 Standard Specification.

C Construction

Use construction methods conforming to the requirements on the *Standard Specifications for Sewer and Water Construction in Wisconsin*.

C.1 General

Water main installation shall be installed in an efficient manner and in accordance to AWWA C600-05 for ductile main and AWWA 605-05 for PVC main. The contractor shall exercise care in handling all pipe and fittings. Appropriate slings or other devices shall be used to prevent damage to the protective coatings and joints. Each pipe section shall be visually inspected for defects before installation in the trench. Dropping, jolting, striking, or other such methods of manipulating pipe to proper grade and alignment will not be permitted.

Before trench excavation is begun, the contractor shall uncover the end of the existing water main to which the new main is to be connected. This will permit adjustments in line and grade to minimize use of extra fittings.

Unless otherwise ordered, the pipe shall be laid with the bell ends facing the direction of laying. When the grade exceeds 2' of rise per 100' of trench, the bells shall face upgrade.

The interior and exterior of the pipe shall be clean and free from all foreign material before being installed. Care shall be taken to prevent foreign material from entering the pipe while it is being placed in the line.

When placing a length of pipe in the trench and/or assembling mechanical joint fittings, the spigot end and the gaskets shall be lubricated, centered in the bell, and the pipe forced home with a bar, unless a controlled horizontal force is demonstrated to the inspector and brought to correct line and grade.

Keeping the bell end of the pipe open, the pipe shall be secured in place with specified bedding material. Pipe and fittings which do not allow a sufficient and uniform space for joints shall be removed and replaced with pipe and fittings of proper dimensions to ensure such uniform space.

When pipe laying is not in progress, the open ends of the pipe shall be closed with a watertight plug by the contractor to prevent water and other materials from entering the pipe. If water is in the trench, the seal shall remain in place until the trench is pumped completely dry.

Deflections from a straight line or grade, made necessary by vertical curves, horizontal curves or offsets, shall not exceed 6/D inches per linear foot of pipe (D equals the nominal internal diameter of the pipe) between the center lines extended, of any two connecting pipes. If the alignment requires deflection in excess of that stipulated above, the contractor shall either provide special bends or pipes in shorter lengths, as approved by the engineer, such that the angular deflections at any joint does not exceed that specified.

Whenever it becomes necessary to lay a main over, under, or around a known obstruction, the contractor will furnish and install the required fittings. Where required, bends shall be installed for the unit bid price for size (dia.) of bend. All labor or materials necessary to install such fittings shall be included in the unit price bid for each size of bends. No additional compensations 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 drawings is required, which alteration results in a change in the cost to the contractor, the engineer upon prior notice of the contractor, will issue a written order for such altered work, specifying the basis of payment or credit for such altered work.

Pipe installed immediately adjacent to a fitting or valve in mid-block shall be a minimum of 6' in length. A full section of pipe is preferred.

Where cuts are required to pipe section or an existing main, a full cut around the entire circumference shall be made with a saw in a neat and workmanlike manner. Use of chains is prohibited. All cut ends of push-on joints shall be beveled.

C.2 Polyethylene Wrap Installation

Polyethylene wrap shall be used to protect ductile iron water main, ductile iron hydrant leads, and fittings to the edge of the trench. Curb boxes, hydrants, valves and valve boxes shall not be wrapped. The poly wrap ends shall be overlapped a minimum of 24" and secured with tape to the main at 10' intervals.

The polyethylene wrap tubing shall overlap both adjoining pipes a minimum of 2 feet per pipe. The ends of the tubing shall be wrapped using three complete turns around the outside diameter of the pipe with tape approved by the manufacturer.

After encasement, the circumferential slack in the tubing film shall be folded over at the top of the pipe to provide a snug fit along the barrel of the pipe. The fold shall be held in place with plastic adhesive tape applied at intervals of approximately 3 feet along the pipe length. Any rips, punctures, or other damage to the tubing shall be repaired as they are detected. These repairs shall be made with adhesive tape and overlapping patches cut from sheet or tubing material.

Bends, reducers and offsets shall be wrapped in the same manner as above. The tubing shall overlap the joint and be secured with tape, after which the appurtenant piece shall be wrapped with a flat film sheet or split length of tubing by passing the sheet under the appurtenance and bringing it up around the body. Seams shall be made by bringing the edges together, folding over twice, and taping down.

Wherever encasement is terminated, it shall extend for at least two feet beyond the joint area.

The cost of the polyethylene wrap and installation shall be included in the cost of laying the main.

D Measurement

The department will measure Water Main 8-Inch, 45° Bend as each individual fitting, 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.0060.03	Water Main 8-Inch, 45° Bend	Each

Payment for Water Main 8-Inch, 45° Bend is full compensation for providing all materials, labor and equipment, including all fittings; for furnishing all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

26. Steel Diaphragms Special B-44-284, Item SPV.0060.04.

A Description

This special provision describes furnishing and installing special steel diaphragms for support of a new water main below the bridge.

B Materials

B.1 Steel Diaphragms

Furnish steel diaphragms, including bolts, washers and plates, according to the plan details.

B.2 Pipe Roller Assemblies

Furnish one pipe roller assembly per diaphragm. Assembly shall be a galvanized, single pipe roll assembly, with vertical height adjustment sockets. Pipe rolls shall conform to Federal Specification WW-H-171-E (Type 42). Select a pipe roll size based on the water main size, including insulation and casing. Each pipe roll assembly shall be capable of supporting a service load of at least 1300 pounds.

C Construction

Install steel diaphragms according to the pertinent requirements of standard spec standard spec 506.3 and as the plans show.

Install pipe roller assemblies as shown on the plans and according to manufacturer requirements. Install such that the pipe roller assembly does not protrude below the bottom of the low girder adjacent to the pipe roller.

Coordinate installation of the pipe roller assemblies and steel diaphragms special with the construction of the new water main.

D Measurement

The department will measure Steel Diaphragms Special B-44-284 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.0060.04	Steel Diaphragms Special B-44-284	Each

Payment is full compensation for providing, fabricating, zinc coating, transporting, and erecting. Payment also includes providing, fabricating, and installing pipe roller assemblies.

27. Exposing Existing Utility, Item SPV.0060.05.

A Description

This special provision describes exposing existing utilities which are in direct conflict with proposed facilities. The location of existing utilities not in direct conflict with proposed construction is not included and shall be addressed using standard utility location procedures. The work includes exposing existing utilities under paved and unpaved surfaces, and providing both lateral and depth measurements for use in determining potential utility conflict solutions.

B Materials

B.1 Granular Backfill

Furnish granular backfill that conforms to standard spec 209.

B.2 Slurry Backfill

Use aggregates that conform to standard spec 501 for grade A concrete. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water to enable the mixture to flow readily.

C Construction

C.1 General

Submit all requests for exposing existing utilities in writing to the engineer for approval prior to performing the work. Coordinate utility exposures with the engineer and notify the utility owner or their agents of this work two working days in advance so that they may be present when the work commences.

C.2 Excavation

Remove all paved and unpaved surfaces at locations where the existing utility is being exposed. Saw or remove concrete and asphaltic pavements to the nearest joint. Remove all pavement surfaces in such a way that all existing edges consist of a true line having a perpendicular edge with no unraveling. Maintain drainage at all times in accordance to standard spec 205.3.3. Take precautions, including temporary shoring, in order to prevent any undermining of the existing roadway. Perform work in accordance to all applicable laws, ordinances, rules, regulations, and OSHA standards.

Expose all utility locations within a given location to a minimum depth of 18-inches below the bottom of each utility. Excavate in a manner that protects the integrity of the utilities and prevents any damage to wrappings or protective coatings such as by any mechanical method or hand digging. Notify the utility owner promptly if damage or interruption of service occurs. Repair all damage caused to such utilities resulting from negligence or carelessness on the part of the contractor's operation at contractor expense.

Take all lateral and depth measurements in US feet and tenths thereof. Identify horizontal locations of each exposed utility with a coordinate northing and easting referenced to the Wisconsin County Coordinate System (WCCS), Outagamie County. Provide vertical elevations for each exposed utility and reference to NAVD 88 (91).

The utility location shall remain exposed and available for visual inspection until the completion of all work in a given location. If the utility shall remain exposed overnight or for prolonged periods of time, protect the location with traffic-rated steel plating, safety barriers, and all necessary traffic control devices that may be required under applicable standards or as directed by the engineer.

C.3 Backfilling

Upon completion of the utility exposure, restore the location in kind to its original condition. Use granular backfill, conforming to standard spec 209, to backfill the exposed utility locations to the subgrade elevation except for areas located within local streets. All granular material placed to an elevation of 18-inches above each exposed utility shall consist substantially of sand with all particles retained on a one-inch (25.0 mm) sieve removed. The remaining granular material shall conform to the specifications for backfill for trench excavation. When exposed utility locations fall within local streets or city right-of-way, use slurry backfill to fill the entire location to the subgrade elevation.

Restore concrete pavement and concrete base course to the depth found in the existing roadway. Replace all locations that fall within live lanes of any roadway or pedestrian traffic with a high early-strength concrete pavement mix design having a depth equivalent to the existing pavement structure unless directed otherwise by the engineer. Locations that are closed to through traffic may use an approved concrete pavement mix conforming to standard spec 501. If directed by the engineer, tie concrete pavement and/or dowel it to the existing pavement according to the standard detail drawing for concrete pavement. All locations requiring asphaltic pavement shall consist of HMA Pavement Type E-3 unless otherwise directed by the engineer. Place the HMA pavement in lifts to a depth as directed by the engineer. Apply tack coat to composite pavement structures and between lifts.

Place base aggregate dense between the subgrade surface and the bottom of the pavement. In grassy areas, place 4-inches of topsoil, sod or seed and mulch, and fertilizer. Alternate restoration methods may be used upon written approval from the engineer.

C.4 Documentation

Provide documentation to the engineer and include the coordinates, elevations, and sketches of the utility locations tied to known features in the plans. Each utility shall be referenced to a proposed alignment with a station and offset. The size and/or diameter, composition, and a description of each utility shall be documented and the location of the elevation with respect to each utility noted. Supply digital photographs of the uncovered utility to the engineer in .jpeg format for future reference.

D Measurement

The department will measure Exposing Existing Utility as a unit for each location, acceptably completed. A location may have multiple utilities located within the same exposure area.

An exposure area will include all utilities within 6 lateral feet of each other and payment will only be made for one unit regardless of the number of utilities exposed. If the distance from the existing ground elevation, located above the existing utility, to a point 18-inches below the exposed utility is between 0 and 6-feet, the department will measure each location as a single unit of work. If the distance from the existing ground elevation, located above the existing utility, to a point 18-inches below the exposed utility is greater than 6-feet and less than twelve feet, the department will pay for the item as two units of work. Exposures in depth greater than 12-feet are not covered under this item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Exposing Existing Utility	Each

Payment is full compensation for sawing all pavement; for removing all pavement; for furnishing all excavation; for disposing of all materials; for locating all utilities within each respective location; for providing documentation and photographs of utility locations to the engineer; for furnishing all surveying associated with exposing existing utilities; for furnishing all maintenance of the location during construction; for furnishing all traffic control, safety barriers, and steel plating required; for furnishing and placing granular backfill and slurry backfill; and for temporary shoring. All finishing items including, but not limited to, base aggregate dense, concrete pavement, HMA pavement, curb and gutter, and sidewalk located above the subgrade elevation will be paid for using other contract items.

28. Concrete Bases, City Type A (12-Inch Bolt Circle), Item SPV.0060.06; Concrete Bases, City Type A (14 1/4-Inch Bolt Circle), Item SPV.0060.07.

A Description

This special provision describes furnishing and installing concrete base assemblies for light poles as shown on the plans, and as hereinafter provided.

B Materials

Supplement standard spec 654 as follows:

Amend standard spec 654.2.1(1), Concrete Bases, as follows:

Use schedule 80 PVC electrical conduit conforming to State Standard Specifications, Standard spec 652.

Add the following to standard spec 654.2.1 Concrete Bases:

Each underground end of the 90 degree electrical conduit sweep extending out from the base shall have a molded, integral bell-ended coupling.

C Construction

Add the following to standard spec 654.3:

Concrete base forms shall be extra heavy duty, ½” minimum thickness. Site inspection by the engineer is required upon completion of setting the base form, prior to pouring of concrete.

Any excavations or voids shall be backfilled and compacted in 8-inch lifts with engineer-approved tamping equipment.

D Measurement

The department will measure Concrete Bases, City, Type A (12 Inch Bolt Circle) and Bases, City, Type A (14 1/4 Inch Bolt Circle) for each individual concrete base, acceptably completed.

E Payment

Add the following to standard spec 654.5:

Item	DESCRIPTION	UNIT
SPV.0060.06	Concrete Bases, City Type A (12 Inch Bolt Circle)	Each
SPV.0060.07	Concrete Bases, City Type A (14 ¼ Inch Bolt Circle)	Each

Payment is full compensation for furnishing and installing concrete bases.

29. Anchor Assemblies City of Appleton Lighting, Item SPV.0060.08.

A Description

This special provision describes furnishing and installing anchor bolt assemblies for light poles as shown on the plans, and as hereinafter provided.

B Materials

Furnish anchors of the size and spacing as given on the plans, and that conform to ASTM A449 or ASTM A687 Grade 105. The upper 8 inches of the bolts, nuts, and washers shall be hot-dipped galvanized in accordance to ASTM A153, Class C. Provide enlarged threads on nuts for proper fit after galvanizing.

C Construction

Provide two nuts and two washers per anchor bolt, and install per light standard manufacturer's recommendations and as shown on the plans.

Do not weld steel reinforcement to the anchor bolts.

Anchor rod projections outside of the tolerances given on the plans shall require the light pole base to be replaced at the contractor's expense.

D Measurement

The department will measure Anchor Assemblies City of Appleton Lighting as a unit for each individual anchor bolt assembly, 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	Anchor Assemblies City of Appleton Lighting	Each

Payment is full compensation for furnishing and installing the anchorages.

30. Low Maintenance Seed Mix, Item SPV.0085.01.**A Description**

Furnish and sow Low Maintenance Seed Mix in accordance to standard spec 630 and as hereinafter described at the locations shown in the plan.

B Materials

Furnish one of the following seed mixes: "No-Mow" seed mix as produced by Prairie Nursery, Westfield, Wisconsin; "Eco-Grass" as produced by Prairie Moon Nursery, Winona, MN; or an approved equal.

C Construction

Prepare the seed bed in accordance to standard spec 630.3.2. Sow the seed mix in accordance to standard spec 630.3.3. Sow seed at a rate that is in accordance to the manufacturer's recommendations.

D Measurement

The department will measure Low Maintenance Seed Mix by the pound in place, 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.0085.01	Low Maintenance Seed Mix	LB

Payment is full compensation for performing the work as described in 630.5.

31. Water Main Pipe 8-Inch, Item SPV.0090.01.

A Description

This special provision consists of furnishing and installing water mains.

B Materials

B.1 Ductile Iron Pipe (D.I.P.)

Ductile Iron Pipe (D.I.P.) shall be centrifugally cast and manufactured in accordance to AWWA C151/ANSI A21.51 for “Ductile Iron Pipe Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids”.

Wall thickness for Ductile Iron Pipe shall be in accordance to AWWA C150/ANSI A21.50 “Thickness Design of Ductile Iron Pipe”. The minimum wall thickness shall be Class 52.

Pipe shall be furnished with a cement-mortar lining produced in accordance to AWWA C104/ANSI A-21.4 for “Cement-Mortar Lining for Cast Iron Pipe and Ductile-Iron Pipe and Fittings for Water”.

Pipe joints shall meet the requirements of AWWA C111/ANSI A-21.11 for “Rubber-gasket Joint for Cast Iron Pressure Pipe and Fittings”. Pipe joints shall be push-on type with cable bond, unless otherwise specified.

Pipe shall be furnished in nominal 20’ lengths and new in use. Each length shall have markings noting weight, thickness, class designation, manufacturer, and year pipe was cast.

B.2 Polyvinyl Chloride (PVC) C900 SDR 18 Pipe

Polyvinyl Chloride Pressure Pipe (PVC) shall be manufactured in accordance to the following:

- ANSI/AWWA C900
- Pressure Class 235 PSI (DR 18)
- ASTM D-2241 Specification for Polyvinyl Chloride Pressure Rated Pipe (SDR series)
- ASTM D-1784 Standard Specification for Polyvinyl Chloride compounds

The PVC main shall be blue in color. Any main subjected to ultraviolet degradation (bleached pipe) will be cause for rejection. Pipe shall be furnished in nominal 20’ lengths and new in use. Each length shall have markings noting thickness, class designation, manufacturer, and ANSI/NSF 61 label.

The PVC main shall have integral elastomeric bell and spigot joint in accordance to ASTM D-3919 “Standard for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals”.

The elastomeric gaskets shall be glued in place in accordance to SATM F-477, "Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe".

B.3 Pre-Insulated Pipe

Main shall be manufactured in accordance for all standards for Ductile Iron Pipe (DIP). Joints for above ground installations shall be supplied with but not limited to:

- Grooved and flanged joint
- Thrust lock restrained
- Super lock restrained
- MJ/TJ restrained joint

Insulation shall be rigid polyurethane or polyisocyanurate foam with a density (ASTM D-1622) of 1.7 to 2 lbs/ft². Compressive strength (ASTM D-1621) shall be a minimum of 19 to 23.1 lbs/in². Closed cell content of 90% minimum. "K" factor (ASTM C-518) of 0.19 Btu. In/ft²/hr.

The coating shall be of a polymer component, gray or black in color. Density (min) of 73 lbs/ft². Durometer "D" scale of 60. Tensile strength (min) of 1610 lbs/in². Tear strength of 151 lbs/in. Thickness (min) of flash coat interior surface of 20 mils.

All seams shall be sealed with a butyl mastic tape conforming to the following:

- Width (4"-6")
- Backing of low density polyethylene
- Adhesive shall be butyl rubber and resin
- Thickness (min) of 35 mils
- Shall conform with AWWA C209 standards

B.4 Polyethylene Wrap

Polyethylene wrap shall be installed on all ductile iron pipe and non-epoxy coated fittings. The polyethylene wrap shall be Class 'C', Black, with a minimum thickness of 8 mils and meet all the requirements of AWWA C105/ANSI A-21.5, and ASTM D4976 Standard Specification.

B.5 Pipe Penetration Sleeves

Pipe penetration sleeves to be modular link type devices and shall consist of a series of interlocking molded synthetic rubber links. Metal plates, hardware and connectors shall be galvanized or stainless steel for corrosion resistance. The pipe sleeves are to be designed to provide a hydrostatic seal between the ductile iron pipe and the bridge abutment wall penetration. Size seals per manufacturer recommendations. Mechanical pile penetration sleeves shall be fabricated of an EPDM elastomeric rubber material.

B.6 Pipe Roller Assemblies

Pipe roller assemblies to support the pipe below the bridge shall be galvanized or stainless steel. Provide pipe roller assemblies that comply with Federal Specification WW-H-171-E (Type 42).

Pipe roller assembly shall have a minimum load capacity of 2000 pounds each.

Pipe roller assemblies shall allow vertical height adjustment. Size pipe rolls according to manufacturer recommendations based on total outside diameter of water main pipe, including insulation and casing. Select a pipe assembly that will meet the vertical clearance requirements shown on the structure plans.

C Construction

Use construction methods conforming to the requirements on the *Standard Specifications for Sewer and Water Construction in Wisconsin*.

Notify the affected property owners of the proposed water shut off, including hours of shut off, at least 24 hours prior to completing any work. Water will not be disconnected for more than 4 hours in a day without written permission from the property owner.

Use construction methods conforming to the requirements on the *Standard Specifications for Sewer and Water Construction in Wisconsin*.

C.1 General

Water main installation shall be installed in an efficient manner and in accordance to AWWA C600-05 for ductile main and AWWA 605-05 for PVC main. The contractor shall exercise care in handling all pipe and fittings. Appropriate slings or other devices shall be used to prevent damage to the protective coatings and joints. Each pipe section shall be visually inspected for defects before installation in the trench. Dropping, jolting, striking, or other such methods of manipulating pipe to proper grade and alignment will not be permitted.

Before trench excavation is begun, the contractor shall uncover the end of the existing water main to which the new main is to be connected. This will permit adjustments in line and grade to minimize use of extra fittings.

Unless otherwise ordered, the pipe shall be laid with the bell ends facing the direction of laying. When the grade exceeds 2' of rise per 100' of trench, the bells shall face upgrade.

The interior and exterior of the pipe shall be clean and free from all foreign material before being installed. Care shall be taken to prevent foreign material from entering the pipe while it is being placed in the line.

When placing a length of pipe in the trench and/or assembling mechanical joint fittings, the spigot end and the gaskets shall be lubricated, centered in the bell, and the pipe forced home with a bar, unless a controlled horizontal force is demonstrated to the inspector and brought to correct line and grade.

Keeping the bell end of the pipe open, the pipe shall be secured in place with specified bedding material. Pipe and fittings which do not allow a sufficient and uniform space for

joints shall be removed and replaced with pipe and fittings of proper dimensions to ensure such uniform space.

When pipe laying is not in progress, the open ends of the pipe shall be closed with a watertight plug by the contractor to prevent water and other materials from entering the pipe. If water is in the trench, the seal shall remain in place until the trench is pumped completely dry.

Deflections from a straight line or grade, made necessary by vertical curves, horizontal curves or offsets, shall not exceed $6/D$ inches per linear foot of pipe (D equals the nominal internal diameter of the pipe) between the center lines extended, of any two connecting pipes. If the alignment requires deflection in excess of that stipulated above, the contractor shall either provide special bends or pipes in shorter lengths, as approved by the engineer, such that the angular deflections at any joint does not exceed that specified.

Whenever it becomes necessary to lay a main over, under, or around a known obstruction, the contractor will furnish and install the required fittings. Where required, bends shall be installed for the unit bid price for size (dia.) of bend. All labor or materials necessary to install such fittings shall be included in the unit price bid for each size of bends. No additional compensations 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 drawings is required, which alteration results in a change in the cost to the contractor, the engineer upon prior notice of the contractor, will issue a written order for such altered work, specifying the basis of payment or credit for such altered work.

Pipe installed immediately adjacent to a fitting or valve in mid-block shall be a minimum of 6' in length. A full section of pipe is preferred.

Where cuts are required to pipe section or an existing main, a full cut around the entire circumference shall be made with a saw in a neat and workmanlike manner. Use of chains is prohibited. All cut ends of push-on joints shall be beveled.

Exposed pipe under the bridge shall be insulated and wrapped with polyethylene casing.

C.2 Polyethylene Wrap Installation

Polyethylene wrap shall be used to protect ductile iron water main, ductile iron hydrant leads, and fittings to the edge of the trench. Curb boxes, hydrants, valves and valve boxes shall not be wrapped. The poly wrap ends shall be overlapped a minimum of 24" and secured with tape to the main at 10' intervals.

The polyethylene wrap tubing shall overlap both adjoining pipes a minimum of 2 feet per pipe. The ends of the tubing shall be wrapped using three complete turns around the outside diameter of the pipe with tape approved by the manufacturer.

After encasement, the circumferential slack in the tubing film shall be folded over at the top of the pipe to provide a snug fit along the barrel of the pipe. The fold shall be held in place with plastic adhesive tape applied at intervals of approximately three feet along the pipe length. Any rips, punctures, or other damage to the tubing shall be repaired as they are detected. These repairs shall be made with adhesive tape and overlapping patches cut from sheet or tubing material.

Bends, reducers and offsets shall be wrapped in the same manner as above. The tubing shall overlap the joint and be secured with tape, after which the appurtenant piece shall be wrapped with a flat film sheet or split length of tubing by passing the sheet under the appurtenance and bringing it up around the body. Seams shall be made by bringing the edges together, folding over twice, and taping down.

Wherever encasement is terminated, it shall extend for at least 2 feet beyond the joint area.

The cost of the polyethylene wrap and installation shall be included in the cost of laying the main.

C.3 Pipe Penetration Sleeve Installation

Coordinate installation of pipe penetration sleeves at bridge abutment with the bridge contractor to determine the required sleeve size and diameter of block out in concrete. Install sleeves in accordance to manufacturer recommendations.

If the bridge abutment will be backfilled prior to installation of the pipe penetration sleeve, provide a means to retain fill behind the bridge from spilling through the concrete block out in the abutment.

C.4 Pipe Roller Assembly Installation

Install pipe roller assemblies at steel bridge diaphragms according to manufacturer recommendations. Field drill holes in bottom flange of steel bridge diaphragms to accommodate the pipe roller hanger rods. Drilled holes shall be 1/16" larger than the hanger rod diameter.

Adjust height of the pipe roller assembly to match the plan pipe dimensions, and to maximize vertical clearance above the roadway below. The pipe roller assembly should not project below the bottom flange of the lowest adjacent bridge girder. The hanger rods may be cut to maintain clearance if necessary.

C.5 Tests

Hydrostatic Tests

After a 24 hour time period (48 hours if ambient temperature falls below 41°F) for chlorination, all mains, including hydrant leads and water service piping to the curb stop (new mains only) shall be pressure tested in the presence of the Inspector in accordance to AWWA 660. A combined pressure and leakage test shall be done. All air shall be expelled from the mains and the mains slowly filled with water by the City Inspector. When a section of main is ready for a test (valve to valve on relay, not to exceed 1000 feet for

new), it shall be isolated from the distribution system and a pressure of 150 pounds per square inch gauge (psig) applied by means of a pump, piping/hoses and connections supplied and installed by the contractor.

After a stable reading is obtained, the pump shall be stopped and the initial pressure noted. After 2 hours, the drop in pressure shall be noted. Any leaks or loss of more than two pounds of pressure during this test shall be corrected by the contractor and the test repeated. Allowable leakage is indicated by:

$$L = \frac{S \times D \times P^{1/2}}{133,200}$$

L = Allowable leakage (gallons per hour)
S = Length of tested pipe (feet)
D = Nominal diameter of main (inches)
P = Test pressure (psig)

The engineer may require pressure tests on each valve.

The contractor shall furnish and install corporations where necessary, and all necessary equipment (including the pressure gauge for the hydrostatic test) to make the test. The cost of testing shall be included in the cost of laying main.

Bacteriological Test

All new mains must successfully pass a bacteriological test in accordance to the requirements of NR 810.09(4)(b) of the Wisconsin State Department of Natural Resources before the main will be placed in service. Bacteriological tests on relays are done from valve to valve, and not to exceed 1000 feet on new mains.

The contractor shall install a corporation stop with flush pipe adjacent to all hydrants or ends of installation for purposes of sampling. The corporation stop shall be 4' to 6' from the end. The sampling tap shall have a minimum of 1' of copper line beyond the shut-off. After a successful test, the corporation stop shall be turned off and the sampling tap assembly shall be removed. All costs for sampling taps or corporations for flushing shall be included in the bid unit price of water main.

If the contractor elects to use a hydrant for the bacteriological test, he bears all costs until safe samples have been accepted by the engineer. Two failed test will require the line to be re-chlorinated in accordance to AWWA C651.

After a successful pressure test, all mains including hydrants and water service piping through the curb stop (new installation) shall be flushed by city water personnel. The contractor shall assist with labor and equipment, including hoses, to convey the chlorinated water to a sanitary sewer, if available. Flushing shall be done until bacteriological tests taken by a City Inspector are acceptable. Water for the initial flushing will be supplied at city expense by the City of Appleton Division of Water Distribution. The rate of preliminary flushing shall not be less than 2.5 ft/s. At 40psi residual, a minimum of 400

gpm is required for an 8" main, 900 gpm for a 12" main, and 1600 gpm for a 16" main to have a flow rate of 2.5 ft. /s.

If no sanitary sewer is available, the contractor shall dispose of heavily chlorinated water by flushing into a tanker and transporting the water to a sanitary sewer, or by neutralizing the volume with chemicals per suggested guidelines in Table C.3. of Appendix "C" of AWWA C-651 prior to flushing (i.e. 100,000 gal of water at 50 mg/l requires 73# of Sodium Sulfite).

The Inspector will take water samples, identify the sample location on the appropriate laboratory form, and deliver the sample to the City of Appleton Water Filtration Plant laboratory for testing. Copies of all test results shall be furnished to the City of Appleton Engineering Division prior to service connection. All costs associated with testing are at contractor's expense. If the samples prove the water to be unsafe for drinking, the main shall be re-chlorinated. When re-chlorination is required, it shall be done by the contractor at his expense.

Continuity Test

After completion of pressure and leakage testing, the contractor shall conduct a pipe continuity test in the presence of an Appleton DPW Inspector or engineer on the completed water main prior to acceptance. This test is for continuity between pipe lengths and across valves, fittings and hydrants. All equipment and materials necessary to conduct said test will be supplied by the contractor.

Direct current (315 to 385 amps) shall be passed through the main for five minutes. Current flow through the water main will be measured continuously on a suitable ammeter and shall remain steady without fluctuations throughout the period of test. Insufficient or intermittent current, arcing indicated by fluctuations will be evidence of defective conductivity. The cause will be isolated, corrected, and the test retaken for the failed test section. All cables used shall be attached to hydrant standpipes and flange bolts.

During the continuity test, the current control shall be set at a minimum before starting. The current shall be gradually increased until the indicated current is at the desired value. Voltage drop(s) across a defective water main may be 50 to 100 volts.

D Measurement

The department will measure Water Main Pipe, 8-Inch by the linear foot, acceptably completed, and measured along the centerline of the water main.

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	Water Main Pipe, 8-Inch	LF

Payment for Water Main Pipe, 8-Inch is full compensation for providing all materials, labor and equipment required for furnishing all excavating except rock excavation; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing fixtures; for joint ties; for backfilling; for providing granular backfill material, including bedding material; for cleaning out; for insulating and wrapping the pipe below the bridge; for providing and installing pipe penetration sleeves; for providing and installing pipe hangers below the bridge; and absent the pertinent contract bid items, for restoring the work site, and for testing.

32. Sanitary Sewer Pipe, Polyvinyl Chloride (PVC) 8-Inch, Item SPV.0090.02.

A Description

This special provision consists of furnishing and installing sanitary sewer mains.

B Materials

Polyvinyl Chloride (PVC) sewer pipe shall meet the requirements of Standard Specifications for Type PSM PVC Sewer Pipe and Fittings of the American Society for Testing Materials, Serial Designation D3034 for pipe sizes 4-inch through 15-inch and F679 for 18-inch through 36-inch. All PVC sewer pipe shall have maximum standard dimension ration (SDR) of 35 or smaller.

The wall thickness shall conform to requirements for a T-2 wall. PVC material shall have cell classification 12454-B or 12454-C as defined in ASTM D1784 with minimum modules of elasticity of 400,000 psi in tension. Pipe stiffness shall be minimum 46 psi to a burial depth of 30 feet when tested in accordance to ASTM D2412.

B.2 Submittals

Shop drawings or cut sheets are required to be submitted in PDF format to the engineer for the following materials:

- Sewer Main Pipe

C Construction

Use construction methods conforming to the requirements on the *Standard Specifications for Sewer and Water Construction in Wisconsin*.

C.1 Sewer Main Installation

Verify that dimensions and elevations are as indicated on the plans. Verify pipe location, elevations and alignment of casing pipe and carrier pipe with proposed manhole elevations.

C.1.1 Removals

Remove and dispose of all existing sanitary sewer lines and appurtenances that are being replaced by new sanitary lines.

C.1.2 Staking

Contractor shall provide staking for sewer main and manholes. Staking will be incidental to the cost of the sewer main.

C.1.3 Pipe Installation

Install pipe and fitting in accordance to these specifications and the manufacturer's recommendations. Lay pipe of the size and to the line and grade indicated on the drawings.

The contractor shall utilize commercial laser equipment that is in good working condition and has been tested for accuracy to set the grades of the pipe. Conventional survey equipment shall be utilized as necessary to check installation grades and accuracy of the laser equipment.

Install pipe beginning at the lowest elevation and proceeding to the highest elevation.

Point the spigot end in the direction of flow.

- Protect pipe interior from soil, water and foreign objects.
- Temporarily plug the exposed end of pipes whenever left unattended.

C.2 Sewer Main Testing

Furnish all materials, labor and equipment to perform the required tests. Perform all tests in the presence of the engineer or his/her representative. Repair all sections of sewer not passing the tests, in accordance to engineer approved methods, at no cost to the project. Retest sewer until test pass the requirements, at no cost to the project.

C.2.1 Alignment Test

- Alignment will be checked by the engineer and at the discretion of the engineer.
- Lamping shall be performed after the sewer line has been completely backfilled at the discretion of the engineer.
- Sewer main out of alignment with respect to line or grade, by more than 0.10 feet, shall be reinstalled at the contractor's expense.

C.2.2 Deflection Test

- The contractor shall perform the deflection test on all sewer main and submit a written report to the engineer documenting testing procedures and results.
- Use a mandrel, or some other engineer approved rigid, cylindrical object of proper dimensions.
- Tests must be performed beyond 30 days of installation: mandrel outside diameter shall be equal to 95.0% of the sewer main inside diameter.
- To be considered a successful test, the mandrel shall pass through the entire length of sewer main in one pass without mechanical force.

C.2.3 Infiltration Exfiltration Testing

- If groundwater is >2 feet above the pipe, use infiltration. Use exfiltration if it is <2 feet above the pipe.
- Infiltration/exfiltration tests shall be made in a manner approved by and in the presence of the engineer.
- Measure infiltration/exfiltration in all lines.
- Maximum allowable infiltration/exfiltration is 200 gallons per day per inch diameter per mile of sewer line under external pressure.
- All gravity sewers and appurtenances shall be free of visible leakage and all such leaks shall be corrected.
- Infiltration of groundwater in an amount greater than specified, following a successful air test shall be considered as evidence that the air test was in error or that subsequent failure of the pipelines has occurred.
- Failures, which occur within the warranty period, shall be corrected at no additional expense to the project.

C2.4 Air Test

All gravity sewers and appurtenances shall successfully pass a low-pressure air test prior to acceptance. Clean all sewer pipe before test.

C.2.4.1 Testing Equipment

- Plugs: mechanical or pneumatic type. One shall have an inlet tap for adding air to the sewer line.
- Air Compressor
- Main Shutoff Valve
- Pressure Relief Valve: 9 PSIG relief
- Input Pressure Gauge
- Continuous Monitoring Pressure Gauge: Minimum divisions of 0.10 PSI with an accuracy of ± 0.04 PSI.

C.2.4.2 Testing Procedure

Test according to the Time-Pressure Drop Method outlined in SATM F 1417-92.

- Plug all pipe outlets with test plugs capable of holding under the test pressures.
- Install plugs and brace as necessary to ensure that the plugs will not blow out when the main is under pressure.
- Inspect sewer main pipe integrity in the area that will not be tested due to the plug, and report any possible defects to the engineer.
- Pressurize pipe: Introduce air slowly until air pressure reaches 4.0 PSIG greater than any backpressure resulting from groundwater over the pipe, where the pressure equals: $4.0 \text{ PSI} + (0.43 \text{ PSI} \times \text{Depth of Groundwater over Pipe Invert in Feet})$ never exceed a pressure of 9.0 PSIG.
- Do not enter manhole once pipe is pressurized.
- Maintain pressure for at least 2 minutes.
- Disconnect air supply after the initial 2 minutes have passed.

- Adjust pressure to test pressure. Decrease air pressure to 3.5 PSIG greater than any pressure resulting from groundwater over the pipe, where the pressure equals: 3.5 PSI + (0.43 PSI x Depth of Groundwater over Pipe Invert in Feet).
- Determine elapsed time for the pressure to drop 1.0 PSIG and use Table 1

TABLE 1: Minimum Specified Time Required for a 1.0 PSIG Pressure Drop

Pipe Dia. (in)	Min. Time (min:sec)	100 Feet	150 Feet	200 Feet	250 Feet	300 Feet	350 Feet	400 Feet	Time for Longer Pipe Lengths (Seconds)
4	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	.380*L
6	5:40	5:40	5:40	5:40	5:40	5:40	5:40	5:42	.584*L
8	7:34	7:34	7:34	7:34	7:34	7:36	8:52	10:08	1.520*L
10	9:26	9:26	9:26	9:26	9:53	11:52	13:51	15:49	2.374*L
12	11:20	11:20	11:20	11:24	14:15	17:05	19:56	22:47	3.418*L
15	14:10	14:10	14:10	17:48	22:15	26:42	31:09	35:36	5.342*L
18	17:00	17:00	19:13	25:38	32:03	38:27	44:52	51:16	7.692*L

- The time interval recorded in the field must be greater than the time listed for the length and pipe diameter being tested and for the pressure drop recorded.
- If the pressure drop time is less than that in the table, for the pipe diameter and length being tested, the test shall be considered a failed.
- No variance in the time allowances shall be granted for the fact that sewer service lines have been installed.

In lieu of low-pressure air testing of the sewer system, the engineer may approve a hydrostatic exfiltration testing procedure to test the lines. Approval of the procedure, equipment and basis of acceptance for this testing method will be sent in writing by the engineer prior to the initiation of testing.

D Measurement

The department will measure Sanitary Sewer Pipe, Polyvinyl Chloride (PVC) 8-Inch by the linear foot, acceptably completed of the designated size, measured in place horizontally over the centerline of the pipe from the centerline of the manhole casting to the centerline of manhole casting.

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	Sanitary Sewer Pipe, Polyvinyl Chloride (PVC) 8-Inch	LF

Payment for Sanitary Sewer Pipe, 8-Inch C900 SDR 18 PVC is full compensation for providing all materials, labor and equipment required for furnishing all excavating except rock excavation; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing fixtures; for joint ties; for backfilling; for providing

granular backfill material, including bedding material; for cleaning out; and absent the pertinent contract bid items, for restoring the work site, and for testing.

33. Steel Casing 20-Inch, Item SPV.0090.03.

A Description

This special provision consists of furnishing and installing 20 steel casing around sanitary sewer mains, including casing spacers and seals.

B Materials

Casing pipe, where specified, shall be steel material capable of an E-80 loading and in conformance with ASTM A-139, Grade B minimum. The minimum yield strength shall be 35,000 pounds per square inch. Thickness for casing pipe shall be per Canadian National Rail Pipeline Encroachment for non-cathodic protected pipe (ex. 24" diameter is a minimum of 0.375 inches).

Manufactured casing spacers shall be used for all casing installations. The casing spacer shall be a two-piece shell and made from T-304 stainless steel, with a minimum of a 14" gauge thickness. Each shell shall be lined with a ribbed PVC extrusion and a retaining section. The bearing surface (runners) shall be ultra-high molecular weight polyethylene. The runners shall be bolted to the riser. The riser shall be made of T-304 stainless steel of a maximum 10 gauge. All risers shall be MIG welded to the shell. Bottom risers 6" and over shall be reinforced.

The carrier pipe shall be placed in the standard position, non-restrained. The risers and runners shall provide a bottom clearance not less than one-half inch between the casing pipe and the extreme outside diameter of the joint (bell) of the carrier pipe.

For D.I.P. main spacers shall be installed every 10 linear feet (2 per full pipe).

For PVC main, spacers shall be installed every 6 linear feet (3 per full pipe).

In all cases, a spacer shall be installed within 2' of the end of the casing pipe.

Carrier sizes 8" to 48" shall utilize 8" wide spacers. Carrier sizes over 48" shall use 12" wide spacers.

Casing seals shall be neoprene material with T-304 stainless steel bands.

C Construction

The carrier pipe shall be placed in the standard position, non-restrained. The risers and runners shall provide a bottom clearance not less than one-half inch between the casing pipe and the extreme outside diameter of the joint (bell) of the carrier pipe.

For DIP main, spacers shall be installed every 10 linear feet (2 per full pipe). For PVC main, spacers shall be installed every 6 linear feet (3 per full pipe). In all cases, a spacer

shall be installed within 2' of the end of the casing pipe. Carrier sizes 8" to 48" shall utilize 8" wide spacers. Carrier sizes over 48" shall utilize 12" wide spacers.

D Measurement

The department will measure Steel Casing 20 Inch by the linear foot, acceptably completed of the designated size, measured in place.

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	Steel Casing 20 Inch	LF

Payment for Steel Casing 20 Inch is full compensation for providing all materials, labor and equipment required for steel casing pipe, casing spacers, and seals. Excavation, backfilling; granular backfill material, including bedding material shall be paid for under the bid item Sanitary Sewer Pipe, Polyvinyl Chloride (PVC) 8-Inch.

34. Remove and Replace Wood Fence, Item SPV.0090.04.

A Description

This special provision describes removing, and replacing wood fence as shown on the plans and directed by the engineer and as hereinafter provided.

B (Vacant)

C Construction

Remove existing wood fence in such a way that minimizes damage to the wood fence. Stockpile the wood fence. Replace wood fence to approximate original location. Contractor is responsible for any damaged portion of fence that needs to be replaced. Replace wooden fence with similar size and color of the original fence.

D Measurement

The department will measure Remove and Replace Wood Fence by the linear foot, 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.0090.04	Remove and Replace Wood Fence	SF

Payment is full compensation for removing, stockpiling, and reinstalling wood fence.

35. Protect Existing Retaining Walls B-44-284, Item SPV.0105.01.

A Description

This special provision describes protecting existing retaining walls within the project limits during construction operations.

B (Vacant)

C Construction

Protect existing retaining walls within the project limits, and as shown on the plans. Perform excavation, backfilling and other operations in a manner to avoid damaging the walls.

Repair walls damaged during construction at the direction of the engineer. All repairs shall return walls to their original condition prior to the start of construction.

D Measurement

The department will measure Protect Existing Retaining Walls B-44-284 as a single lump sum unit of work for the project, 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	Protect Existing Retaining Walls B-44-284	LS

Payment is full compensation for protecting the existing retaining walls, and repairing any damage resulting from construction.

36. Railing Steel Type C3 Galvanized Pedestrian R-44-16, 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.

B.1 Coating System

B.1.1 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.

B.1.2 Two-Coat Paint System

After galvanizing, paint all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints as hereinafter provided. All galvanized surfaces to be painted shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation for adhesion of the tie coat. Blasting shall not fracture the galvanized finish or remove any dry film thickness. After cleaning, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a pre-approved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

Ensure that the paint manufacturer reviews the process to be used for surface preparation and application of the paint coating system with the paint applier. The review shall include a visit to the facility performing the work if requested by the paint manufacturer. Provide written confirmation, from the paint manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Use one of the qualified paint manufacturers and products given below. An equivalent system may be used with the written approval of the engineer.

Manufacturer	Coat	Products	Dry Film Minimum Thickness (mils)	Min. Time¹ Between Coats (hours)
<u>Sherwin Williams</u> 1051 Perimeter Drive Suite 710 Schaumburg, IL 60173 (847) 330-1562	Tie	Recoatable Epoxy Primer B67-5 Series / B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA
<u>Carboline</u> 350 Hanley Industrial St. Louis, MO 63144	Tie	Rustbond Penetrating Sealer FC	1	36
	Tie	Carboguard 60	4.0 to 6.0	10
	Tie	Carboguard 635	4.0 to 6.0	1

(314) .644-1000

	Top	Carbothane 133 LH(satin)	4	NA
<u>Wasser Corporation</u> 4118 B Place NW Suite B Auburn, WA 98001 (253) 850-2967	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA
<u>PPG Protective and Marine Coatings</u> P.O. Box 192610 Little Rock, AR 72219-2610 (414) 339-5084	Tie	Amercoat 399	3.0 to 5.0	3
	Top	Amercoat 450H	2.0 to 4.0	NA

¹ Time is dependent on temperature and humidity. Contact manufacturer for more specific information.

B.2 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

C1 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.

C2 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 C3 Galvanized Pedestrian R-44-16 as a single lump sum unit of work for each structure where railing is satisfactorily furnished and installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Railing Steel Type C3 Galvanized Pedestrian R-44-16	LS

Payment is full compensation for fabricating, galvanizing, painting, transporting, and installing the railing, including any touch-up and repairs.

37. Stone Wall Extension, Item SPV.0105.03.

A Description

The existing stone wall at approximately Station 102+60, 24' RT needs to be extended to be in contact with Wingwall 4 of the new bridge. This special provision describes furnishing and placing natural wall stone to extend the existing wall, bedding, and backfill as shown on the plans, and as hereinafter provided.

B Materials

Match the existing stone as best as possible. Provide 3" to 4" thick limestone that is 8" wide and varying length dimensions of 6" to 18". The engineer will approve the stone.

Furnish mortar that meets the requirements of standard spec 518. Add a water repellant additive to the mortar in accordance to the manufacturer's printed instructions. Use one of the following water repellant additives, or approved equal:

Grace Construction Products: Dry-Brick
Grace Construction Products: Mortar Tite
Master Builders, Inc.: Rheope
Sonneborn: Hydrocide Powder.

For bedding, furnish Base Aggregate Dense $\frac{3}{4}$ Inch that meets the requirements of standard spec 305.

For backfill, furnish Size No 1 Aggregate that meets the requirements of standard spec 501.2.5.4.4.

Geotextile Fabric Type DF Schedule A shall meet the requirements of standard spec 645.

For topsoil, furnish Topsoil that meets the requirements of standard spec 625.

Test materials according to QMP Base Aggregate testing procedures.

C Construction

Do not install the Stone Wall Extension until all wingwall falsework and temporary shoring has been removed and the wingwall has been backfilled to the bottom of the existing stone wall that is being extended. Allow for completion of concrete staining.

Carefully excavate behind the existing stone wall in a manner that does not destabilize the wall.

Place the stone in a "random pattern" to match existing. Interlace new stone with existing stone at the interface between the two.

If mortar is required, tool the joints flush, from 3/8-inch to 3/4-inch in thickness.

Base Aggregate Dense $\frac{3}{4}$ Inch shall be installed according to standard spec 305.

Size No 1 Aggregate shall be installed according to standard spec 206.3.13.

Geotextile Fabric Type DF Schedule A shall be installed according to standard spec 645.

Topsoil shall be installed according to standard spec 625.

D Measurement

The department will measure Stone Wall Extension as a single lump sum unit of work, 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.0105.03	Stone Wall Extension	LS

Payment is full compensation for excavating behind the wall, furnishing and installing the stone, mortar, base aggregate dense $\frac{3}{4}$ ", Size No. 1 aggregate, Geotextile Fabric Type DF, Top Soil, and disposal of excavated material.

38. Railing Steel Type C3 Galvanized Pedestrian at Bridge Abutment, Item SPV.0105.04; Bridge Approaches, Item SPV.0105.05.

A Description

This special provision describes fabricating, galvanizing, painting and installing railing on the bridge approaches, in accordance to standard specs 501, 502, 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.

B.1 Coating System

B.1.1 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.

B.1.2 Two-Coat Paint System

After galvanizing, paint all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints as hereinafter provided. All galvanized surfaces to be painted shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation for adhesion of the tie coat. Blasting shall not fracture the galvanized finish or remove any dry film thickness. After cleaning, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a pre-approved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

Ensure that the paint manufacturer reviews the process to be used for surface preparation and application of the paint coating system with the paint applicator. The review shall include a visit to the facility performing the work if requested by the paint manufacturer. Provide written confirmation, from the paint manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Use one of the qualified paint manufacturers and products given below. An equivalent system may be used with the written approval of the engineer.

Manufacturer	Coat	Products	Dry Film Minimum Thickness (mils)	Min. Time¹ Between Coats (hours)
<u>Sherwin Williams</u> 1051 Perimeter Drive Suite 710 Schaumburg, IL 60173 (847) 330-1562	Tie	Recoatable Epoxy Primer B67-5 Series / B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA
<u>Carboline</u> 350 Hanley Industrial St. Louis, MO 63144 (314) .644-1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Tie	Carboguard 60	4.0 to 6.0	10
	Tie	Carboguard 635	4.0 to 6.0	1
	Top	Carbothane 133 LH(satin)	4	NA
<u>Wasser Corporation</u> 4118 B Place NW Suite B Auburn, WA 98001 (253) 850-2967	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA
<u>PPG Protective and Marine Coatings</u> P.O. Box 192610 Little Rock, AR 72219-2610 (414) 339-5084	Tie	Amercoat 399	3.0 to 5.0	3
	Top	Amercoat 450H	2.0 to 4.0	NA

¹ Time is dependent on temperature and humidity. Contact manufacturer for more specific information.

B.2 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.

B.3 Concrete Bases

Furnish steel reinforcement according to standard spec 505.

Furnish grade A, A-FA, A-S, A-T, A-IS, or A-IP air-entrained concrete conforming to Standard spec 501.

Furnish Concrete Masonry Anchors Type S conforming to standard spec 502.2.12.

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.

C.3 Concrete Bases

Concrete bases shall be constructed in accordance to standard spec 502 and the plan details, as directed by the engineer

D Measurement

The department will measure Railing Steel Type C3 Galvanized Pedestrian at Bridge (Location) as a single lump sum unit of work for each structure where railing is satisfactorily furnished and installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Railing Steel Type C3 Galvanized Pedestrian at Bridge Abutment	LS
SPV.0105.05	Railing Steel Type C3 Galvanized Pedestrian at Bridge Approaches	LS

Payment is full compensation for fabricating, galvanizing, painting, transporting, and installing the railing, including any touch-up and repairs, and for excavating, placing and backfilling concrete bases.

39. Remove and Replace Brick Pavers, Item SPV.0165.01.

A Description

This special provision describes removing, and replacing brick pavers as shown on the plans and directed by the engineer and as hereinafter provided.

B (Vacant)

C Construction

Remove existing brick pavers in such a way that minimizes damage to the brick paver. Stockpile the brick paver. Replace brick pavers to approximate original locations. Saw cut as necessary to adjust for new sidewalk location. Contractor is responsible for any damaged brick pavers that need to be replaced. Replace brick paver with similar size and color of the original brick paver.

D Measurement

The department will measure Remove and Replace Brick Pavers in area by the square foot, 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.0165.01	Remove and Replace Brick Pavers	SF

Payment is full compensation for removing, stockpiling, and replacing brick pavers.

40. Reinforced Concrete Sidewalk 5-Inch, Item SPV.0165.02.

A Description

This special provision constructing a reinforced sidewalk as shown on the plans and directed by the engineer and as hereinafter provided.

B Materials

Furnish materials that are in accordance to the requirements of standard spec 602.2 and as hereinafter provided.

Furnish plain, uncoated, welded wire reinforcement that conforms to AASHTO M55. Provide welded wire reinforcement that is 6x6 W8 x W4, or that provides at least the same amount of transverse and longitudinal reinforcement area.

C Construction

Use construction methods conforming to standard spec 602.3 and as hereinafter provided.

Place welded wire reinforcement at mid-depth of the sidewalk, using bar chairs to support and maintain its position within the concrete sidewalk while the concrete is placed. Orient the wire reinforcement such that the W8 wires run in the longitudinal direction of the sidewalk.

D Measurement

The department will measure Reinforced Concrete Sidewalk 5-Inch by the square foot, 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.0165.02	Reinforced Concrete Sidewalk 5-Inch	SF

Payment is full in accordance to standard spec 602.5.

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

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

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

GFW SAMPLE MEMORANDUM

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

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
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:

450.3.2.1 General

Replace the entire text with the following effective with the January 2015 letting:

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects on or north of STH 29 between May 1 and October 15 inclusive and for projects south of STH 29 between April 15 and November 1 inclusive. Notify the engineer at least one business day before paving.
 - (2) Unless the contract specifies otherwise, conform to the following:
 - Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
 - (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.
-

450.5 Payment

Replace the entire text with the following effective with the January 2015 letting:

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
 - (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
 - (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
 - (4) The contractor is responsible for pavement performance. If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
 - Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
 - Will not assess disincentives for density or ride.
-

455.3.2.1 General

Replace paragraphs one and two with the following effective with the January 2015 letting:

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is dry and reasonably free of loose dirt, dust, or other foreign matter. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (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 ^[1]	15.0 ^[2]	16.0	17.0

^[1] 14.5 for E-0.3 and E-3 mixes.

^[2] 15.5 for E-0.3 and E-3 mixes.

460.3.4 Cold Weather Paving

Add a new subsection as follows effective with the January 2015 letting:

460.3.4 Cold Weather Paving**460.3.4.1 Cold Weather Paving Plan**

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
- Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process.
 - Use additional rollers.

- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for pavement performance except as specified in 450.5(4).

460.3.4.2 Cold Weather Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.
- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to a previously engineer-accepted cold weather paving plan for engineer validation. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

460.4 Measurement

Add paragraph two as follows effective with the January 2015 letting:

- (2) The department will measure HMA Cold Weather Paving by the ton of HMA mixture for pavement placed conforming to an engineer-accepted cold weather paving plan.

460.5.1 General

Revise paragraph one as follows effective with the January 2015 letting:

- (1) The department will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.1100	HMA Pavement Type E-0.3	TON
460.1101	HMA Pavement Type E-1	TON
460.1103	HMA Pavement Type E-3	TON
460.1110	HMA Pavement Type E-10	TON
460.1130	HMA Pavement Type E-30	TON
460.1132	HMA Pavement Type E-30X	TON
460.1700	HMA Pavement Type SMA	TON
460.2000	Incentive Density HMA Pavement	DOL
460.4000	HMA Cold Weather Paving	TON

460.5.2.2 Disincentive for HMA Pavement Density

Revise paragraph two as follows effective with the January 2015 letting:

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5(4).

460.5.2.4 Cold Weather Paving

Add a new subsection as follows effective with the January 2015 letting:

460.5.2.4 Cold Weather Paving

- (1) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 460.3.4 including costs for preparing, administering, and following the contractor's cold weather paving plan.
- (2) If HMA pavement is placed under 460.3.4 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 460.5.2.4(1) as extra work. The department will pay separately for HMA pavement under the appropriate HMA Pavement bid items.

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.

Bid Items Added

Add the following new bid item effective with the January 2015 letting:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.4000	HMA Cold Weather Paving	TON

Errata

Make the following corrections to the standard specifications:

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 1st 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
OUTAGAMIE 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	15.53	46.01
Cement Finisher	31.52	16.70	48.22
Electrician	28.10	20.81	48.91
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 Waterproofing	22.00	3.74	25.74
Teledata Technician or Installer	21.89	11.85	33.74
Tuckpointer, Caulker or Cleaner	30.77	16.22	46.99
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	30.60	14.80	45.40
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.58	40.36
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
TRUCK DRIVERS			
Single Axle or Two Axle	34.22	19.90	54.12
Three or More Axle	25.50	15.20	40.70
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Pavement Marking Vehicle	25.50	15.20	40.70
Shadow or Pilot Vehicle	34.22	19.90	54.12
Truck Mechanic	25.50	15.20	40.70
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	36.84	0.00	36.84
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	25.67	14.63	40.30
Future Increase(s): Add \$1.60/hr on 6/1/2014.			
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 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.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	8.80	27.11
Railroad Track Laborer	23.46	13.88	37.34

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
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: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm .	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: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm .	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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

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.	35.46	20.40	55.86
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

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.	35.17	20.40	55.57
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

Fiber Optic Cable Equipment.	26.69	16.65	43.34

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:
20150210019PROJECT(S):
4984-09-71FEDERAL ID(S):
WISC 2015094

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
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SECTION 0001 CONTRACT ITEMS

0010	201.0105 CLEARING	9.000 STA	.	.
0020	201.0120 CLEARING	20.000 ID	.	.
0030	201.0205 GRUBBING	9.000 STA	.	.
0040	201.0220 GRUBBING	20.000 ID	.	.
0050	203.0200 REMOVING OLD STRUCTURE (STATION) 01. 102+00	LUMP	LUMP	.
0060	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 01. P-44-728	LUMP	LUMP	.
0070	204.0100 REMOVING PAVEMENT	3,900.000 SY	.	.
0080	204.0150 REMOVING CURB & GUTTER	210.000 LF	.	.
0090	204.0155 REMOVING CONCRETE SIDEWALK	580.000 SY	.	.
0100	204.0165 REMOVING GUARDRAIL	225.000 LF	.	.

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			DOLLARS	CTS	DOLLARS	CTS
0110	204.0170 REMOVING FENCE	155.000				
	LF		.		.	
0120	204.0195 REMOVING CONCRETE BASES	1.000				
	EACH		.		.	
0130	204.0210 REMOVING MANHOLES	6.000				
	EACH		.		.	
0140	204.0220 REMOVING INLETS	9.000				
	EACH		.		.	
0150	204.0245 REMOVING STORM SEWER (SIZE) 01. 8-INCH	57.000				
	LF		.		.	
0160	204.0245 REMOVING STORM SEWER (SIZE) 02. 12-INCH	388.000				
	LF		.		.	
0170	204.0245 REMOVING STORM SEWER (SIZE) 03. 15-INCH	61.000				
	LF		.		.	
0180	204.0280 SEALING PIPES	1.000				
	EACH		.		.	
0190	204.0291.S ABANDONING SEWER	0.500				
	CY		.		.	
0200	205.0100 EXCAVATION COMMON	2,771.000				
	CY		.		.	
0210	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 01. B-44-284	LUMP	LUMP			.

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0220	206.3000 EXCAVATION FOR STRUCTURES RETAINING WALLS (STRUCTURE) 01. R-44-16	LUMP	LUMP	.
0230	209.0100 BACKFILL GRANULAR 01. R-44-16	398.000 CY	.	.
0240	210.0100 BACKFILL STRUCTURE	4,772.000 CY	.	.
0250	213.0100 FINISHING ROADWAY (PROJECT) 01. 4984-09-00	1.000 EACH	.	.
0260	305.0110 BASE AGGREGATE DENSE 3/4-INCH	191.000 TON	.	.
0270	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	4,025.000 TON	.	.
0280	415.0080 CONCRETE PAVEMENT 8-INCH	3,060.000 SY	.	.
0290	415.0410 CONCRETE PAVEMENT APPROACH SLAB	120.000 SY	.	.
0300	416.0160 CONCRETE DRIVEWAY 6-INCH	395.000 SY	.	.
0310	416.1010 CONCRETE SURFACE DRAINS	0.300 CY	.	.
0320	455.0120 ASPHALTIC MATERIAL PG64-28	8.000 TON	.	.

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			DOLLARS	CTS	DOLLARS	CTS
0330	455.0605 TACK COAT	44.000	.		.	
		GAL				
0340	460.1103 HMA PAVEMENT TYPE E-3	160.000	.		.	
		TON				
0350	460.2000 INCENTIVE DENSITY HMA PAVEMENT	110.000	1.00000		110.00	
		DOL				
0360	502.0100 CONCRETE MASONRY BRIDGES	1,225.000	.		.	
		CY				
0370	502.3200 PROTECTIVE SURFACE TREATMENT	433.000	.		.	
		SY				
0380	503.0137 PRESTRESSED GIRDER TYPE I 36W-INCH	295.000	.		.	
		LF				
0390	504.0500 CONCRETE MASONRY RETAINING WALLS	509.800	.		.	
		CY				
0400	505.0405 BAR STEEL REINFORCEMENT HS BRIDGES	30,890.000	.		.	
		LB				
0410	505.0415 BAR STEEL REINFORCEMENT HS RETAINING WALLS	11,860.000	.		.	
		LB				
0420	505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES	123,990.000	.		.	
		LB				
0430	505.0615 BAR STEEL REINFORCEMENT HS COATED RETAINING WALLS	22,300.000	.		.	
		LB				

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0440	506.2605 BEARING PADS ELASTOMERIC NON-LAMINATED	10.000 EACH	.	.
0450	506.4000 STEEL DIAPHRAGMS (STRUCTURE) 01. B-44-284	3.000 EACH	.	.
0460	511.1100 TEMPORARY SHORING	2,630.000 SF	.	.
0470	511.2200 TEMPORARY SHORING LEFT IN PLACE (STRUCTURE) 01. B-44-284	55.000 SF	.	.
0480	513.7015 RAILING STEEL TYPE C3 (STRUCTURE) 01. B-44-284	LUMP	LUMP	.
0490	516.0500 RUBBERIZED MEMBRANE WATERPROOFING	144.000 SY	.	.
0500	517.1010.S CONCRETE STAINING (STRUCTURE) 01. B-44-284	4,220.000 SF	.	.
0510	517.1010.S CONCRETE STAINING (STRUCTURE) 02. R-44-16	3,096.000 SF	.	.
0520	517.1010.S CONCRETE STAINING (STRUCTURE) 03. MINOR RETAINING WALLS	80.000 SF	.	.
0530	517.1050.S ARCHITECTURAL SURFACE TREATMENT (STRUCTURE) 01. B-44-284	4,220.000 SF	.	.

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			DOLLARS	CTS	DOLLARS	CTS
0540	517.1050.S ARCHITECTURAL SURFACE TREATMENT (STRUCTURE) 02. R-44-16	3,096.000 SF	.		.	
0550	517.1050.S ARCHITECTURAL SURFACE TREATMENT (STRUCTURE) 03. MINOR WALLS	80.000 SF	.		.	
0560	520.8000 CONCRETE COLLARS FOR PIPE	1.000 EACH	.		.	
0570	550.1120 PILING STEEL HP 12-INCH X 53 LB	3,772.000 LF	.		.	
0580	601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D	340.000 LF	.		.	
0590	601.0452 CONCRETE CURB & GUTTER INTEGRAL 30-INCH TYPE D	2,240.000 LF	.		.	
0600	602.0405 CONCRETE SIDEWALK 4-INCH	5,635.000 SF	.		.	
0610	602.0420 CONCRETE SIDEWALK 7-INCH	930.000 SF	.		.	
0620	602.0515 CURB RAMP DETECTABLE WARNING FIELD NATURAL PATINA	80.000 SF	.		.	
0630	602.1500 CONCRETE STEPS	10.000 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0640	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	218.900 LF	.		.	
0650	608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH	197.100 LF	.		.	
0660	608.0512 STORM SEWER PIPE REINFORCED CONCRETE CLASS V 12-INCH	116.000 LF	.		.	
0670	611.0530 MANHOLE COVERS TYPE J	5.000 EACH	.		.	
0680	611.0612 INLET COVERS TYPE C	1.000 EACH	.		.	
0690	611.0624 INLET COVERS TYPE H	12.000 EACH	.		.	
0700	611.2003 MANHOLES 3-FT DIAMETER	1.000 EACH	.		.	
0710	611.2004 MANHOLES 4-FT DIAMETER	3.000 EACH	.		.	
0720	611.3004 INLETS 4-FT DIAMETER	1.000 EACH	.		.	
0730	611.3230 INLETS 2X3-FT	11.000 EACH	.		.	
0740	611.8110 ADJUSTING MANHOLE COVERS	11.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0750	612.0206 PIPE UNDERDRAIN UNPERFORATED 6-INCH	55.000 LF	.		.	
0760	612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH	739.000 LF	.		.	
0770	612.0902.S INSULATION BOARD POLYSTYRENE (INCH) 01. 2-INCH	10.000 SY	.		.	
0780	616.0700.S FENCE SAFETY	250.000 LF	.		.	
0790	619.1000 MOBILIZATION	1.000 EACH	.		.	
0800	624.0100 WATER	11.300 MGAL	.		.	
0810	625.0100 TOPSOIL	2,450.000 SY	.		.	
0820	627.0200 MULCHING	1,610.000 SY	.		.	
0830	628.1504 SILT FENCE	455.000 LF	.		.	
0840	628.1520 SILT FENCE MAINTENANCE	455.000 LF	.		.	
0850	628.1905 MOBILIZATIONS EROSION CONTROL	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0860	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	2.000 EACH	.		.	
0870	628.2006 EROSION MAT URBAN CLASS I TYPE A	150.000 SY	.		.	
0880	628.2037 EROSION MAT CLASS III TYPE C	580.000 SY	.		.	
0890	628.6505 SOIL STABILIZER TYPE A	0.200 ACRE	.		.	
0900	628.7005 INLET PROTECTION TYPE A	18.000 EACH	.		.	
0910	628.7015 INLET PROTECTION TYPE C	17.000 EACH	.		.	
0920	629.0210 FERTILIZER TYPE B	1.600 CWT	.		.	
0930	630.0120 SEEDING MIXTURE NO. 20	16.000 LB	.		.	
0940	630.0140 SEEDING MIXTURE NO. 40	5.000 LB	.		.	
0950	630.0200 SEEDING TEMPORARY	44.000 LB	.		.	
0960	631.0300 SOD WATER	22.300 MGAL	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0970	631.1000 SOD LAWN	940.000	.		.	
		SY				
0980	632.0101 TREES (SPECIES, ROOT, SIZE) 01. OAK, NORTHERN RED OAK, 2-INCH CALIPER	1.000	.		.	
		EACH				
0990	632.9101 LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES	20.000	.		.	
		EACH				
1000	642.5001 FIELD OFFICE TYPE B	1.000	.		.	
		EACH				
1010	643.0100 TRAFFIC CONTROL (PROJECT) 01. 4984-09-71	1.000	.		.	
		EACH				
1020	643.0410 TRAFFIC CONTROL BARRICADES TYPE II	500.000	.		.	
		DAY				
1030	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	4,125.000	.		.	
		DAY				
1040	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	7,250.000	.		.	
		DAY				
1050	643.0900 TRAFFIC CONTROL SIGNS	2,500.000	.		.	
		DAY				
1060	643.1050 TRAFFIC CONTROL SIGNS PCMS	30.000	.		.	
		DAY				
1070	645.0130 GEOTEXTILE FABRIC TYPE R	3.000	.		.	
		SY				

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			DOLLARS	CTS	DOLLARS	CTS
1080	646.0106 PAVEMENT MARKING EPOXY 4-INCH	1,880.000 LF	.		.	
1090	646.0116 PAVEMENT MARKING EPOXY 6-INCH	990.000 LF	.		.	
1100	647.0206 PAVEMENT MARKING ARROWS BIKE LANE EPOXY	2.000 EACH	.		.	
1110	647.0306 PAVEMENT MARKING SYMBOLS BIKE LANE EPOXY	2.000 EACH	.		.	
1120	647.0556 PAVEMENT MARKING STOP LINE EPOXY 12-INCH	45.000 LF	.		.	
1130	647.0656 PAVEMENT MARKING PARKING STALL EPOXY	395.000 LF	.		.	
1140	647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH	260.000 LF	.		.	
1150	650.4000 CONSTRUCTION STAKING STORM SEWER	18.000 EACH	.		.	
1160	650.4500 CONSTRUCTION STAKING SUBGRADE	1,210.000 LF	.		.	
1170	650.5000 CONSTRUCTION STAKING BASE	155.000 LF	.		.	
1180	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 01. B-44-284	LUMP	LUMP		.	

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WISC 2015094

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1190	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 02. R-44-16	LUMP	LUMP			.
1200	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	1,055.000 LF	.		.	.
1210	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 4984-09-00	LUMP	LUMP			.
1220	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 4984-09-71	LUMP	LUMP			.
1230	650.9920 CONSTRUCTION STAKING SLOPE STAKES	1,055.000 LF	.		.	.
1240	652.0125 CONDUIT RIGID METALLIC 2-INCH	12.000 LF	.		.	.
1250	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	259.000 LF	.		.	.
1260	652.0325 CONDUIT RIGID NONMETALLIC SCHEDULE 80 2-INCH	976.000 LF	.		.	.
1270	653.0140 PULL BOXES STEEL 24X42-INCH	5.000 EACH	.		.	.
1280	653.0222 JUNCTION BOXES 18X12X6-INCH	2.000 EACH	.		.	.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150210019PROJECT(S):
4984-09-71FEDERAL ID(S):
WISC 2015094

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
1290	654.0200 CONCRETE CONTROL CABINET BASES TYPE 6	1.000 EACH	.	.
1300	690.0150 SAWING ASPHALT	155.000 LF	.	.
1310	690.0250 SAWING CONCRETE	240.000 LF	.	.
1320	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	1,000.000 DOL	1.00000	1000.00
1330	715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES	10,409.000 DOL	1.00000	10409.00
1340	999.1000.S SEISMOGRAPH	LUMP	LUMP	.
1350	999.1500.S CRACK AND DAMAGE SURVEY	LUMP	LUMP	.
1360	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	2,000.000 HRS	5.00000	10000.00
1370	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	1,320.000 HRS	5.00000	6600.00
1380	SPV.0060 SPECIAL 01. MANHOLES 5-FT DIAMETER SPECIAL	2.000 EACH	.	.
1390	SPV.0060 SPECIAL 02. SANITARY SEWER MANHOLES	1.000 EACH	.	.

SCHEDULE OF ITEMS

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1400	SPV.0060 SPECIAL 03. WATER MAIN 8-INCH, 45 BEND	3.000 EACH	.		.	
1410	SPV.0060 SPECIAL 04. STEEL DIAPHRAGMS SPECIAL B-44-284	4.000 EACH	.		.	
1420	SPV.0060 SPECIAL 05. EXPOSING EXISTING UTILITY	8.000 EACH	.		.	
1430	SPV.0060 SPECIAL 06. CONCRETE BASES CITY TYPE A 12 INCH BOLT CIRCLE	2.000 EACH	.		.	
1440	SPV.0060 SPECIAL 07. CONCRETE BASES CITY TYPE A 14 1/4 INCH BOLT CIRCLE	3.000 EACH	.		.	
1450	SPV.0060 SPECIAL 08. ANCHOR ASSEMBLIES CITY OF APPLETON LIGHTING	2.000 EACH	.		.	
1460	SPV.0085 SPECIAL 01. LOW MAINTENANCE SEED MIX	29.000 LB	.		.	
1470	SPV.0090 SPECIAL 01. WATER MAIN PIPE, 8-INCH	188.200 LF	.		.	
1480	SPV.0090 SPECIAL 02. SANITARY SEWER PIPE PVC, 8-INCH	63.300 LF	.		.	
1490	SPV.0090 SPECIAL 03. STEEL CASING 20-INCH	35.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
1500	SPV.0090 SPECIAL 04. REMOVE AND REPLACE WOODEN FENCE	10.000 LF	.	.
1510	SPV.0105 SPECIAL 01. PROTECT EXISTING RETAINING WALLS B-44-284	LUMP	LUMP	.
1520	SPV.0105 SPECIAL 02. RAILING STEEL TYPE C3 GALVANIZED PEDESTRIAN R-44-16	LUMP	LUMP	.
1530	SPV.0105 SPECIAL 03. STONE WALL EXTENSION	LUMP	LUMP	.
1540	SPV.0105 SPECIAL 04. RAILING STEEL TYPE C3 GALVANIZED PEDESTRIAN AT BRIDGE ABUTMENTS	LUMP	LUMP	.
1550	SPV.0105 SPECIAL 05. RAILING STEEL TYPE C3 GALVANIZED PEDESTRIAN AT BRIDGE APPROACHES	LUMP	LUMP	.
1560	SPV.0165 SPECIAL 01. REMOVE AND REPLACE BRICK PAVERS	150.000 SF	.	.
1570	SPV.0165 SPECIAL 02. REINFORCED CONCRETE SIDEWALK 5-INCH	3,210.000 SF	.	.
	SECTION 0001 TOTAL			.
	TOTAL BID			.

PLEASE ATTACH SCHEDULE OF ITEMS HERE