

**HIGHWAY WORK PROPOSAL**

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

Proposal Number:

**33**

| <u>COUNTY</u> | <u>STATE PROJECT ID</u> | <u>FEDERAL PROJECT ID</u> | <u>PROJECT DESCRIPTION</u>                                  | <u>HIGHWAY</u> |
|---------------|-------------------------|---------------------------|---|----------------|
| Portage       | 6414-01-72              | WISC 2015 147             | Plover - Waupaca<br>Maple Drive Intersection                | STH 54         |
| Portage       | 6414-01-73              |                           | Plover-Waupaca<br>Maple Drive Intersection<br>Local Utility | STH 54         |

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<br>Payable to: Wisconsin Department of Transportation<br>Bid Submittal Due<br>Date: March 10, 2015<br>Time (Local Time): 9:00 AM<br>Contract Completion Time<br>September 4, 2015<br>Assigned Disadvantaged Business Enterprise Goal<br><div style="text-align: right;"><b>12%</b></div> | Attach Proposal Guaranty on back of this PAGE.<br>Firm Name, Address, City, State, Zip Code<br><div style="text-align: center;"><b>SAMPLE<br/>NOT FOR BIDDING PURPOSES</b></div> This contract is exempt from federal oversight. |
|---|--|

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

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

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

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

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

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

Notary Seal

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

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

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

**For Department Use Only**

|  |                        |
|--|------------------------|
| Type of Work   |                        |
| Pavement removal, grading, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, storm sewer, lighting, erosion control, signing and marking, detour, temporary traffic signals, sanitary sewer, water main. |                        |
| Notice of Award Dated  | Date Guaranty Returned |

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

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

#### **A General**

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

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

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

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

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

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

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at <http://www.dot.wisconsin.gov/business/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.

## Special Provisions

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 6414-01-72, STH 54, Plover – Waupaca, Maple Drive Intersection, and Project 6414-01-73, STH 54, Plover – Waupaca, Maple Drive Intersection, Local Utility, both projects located in Portage County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2015 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.  
100-005 (20140630)

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

The work under this contract shall consist of pavement removal, grading, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, storm sewer, lighting, erosion control, signing and marking, detour, temporary traffic signals, sanitary sewer, water main, finishing items 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 start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

To revise the start date, submit a written request to the engineer at least two weeks before the intended start date. 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.

Place the lower layer of asphaltic pavements on sideroads before the upper surface layer of asphaltic pavements are placed on the mainline adjacent to the sideroad.

Place the upper surface layer of asphaltic pavement on the sideroads within seven calendar days after the upper surface layer of asphaltic pavement is placed on the mainline.

(NCR 450.01-10052013)

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

Close shoulders on the IH 39/USH 51/CTH B northbound and southbound exit ramps after installing traffic control devices. Construct IH 39/USH 51/CTH B northbound and southbound exit ramp auxiliary right turn lanes. During construction of the ramps construct concrete bases and install traffic signal and lighting equipment at ramp terminals as detailed in the plans.

Install traffic signal and lighting equipment between 7:00 PM and 6:00 AM. Close up to one lane of traffic in each direction by using standard detail drawing 15D 12-4. Speed reduction is not required. Use flaggers as necessary while installing traffic signal and lighting materials.

After completing ramp work and signal installation close STH 54 (Post Road) between Vineyard Drive and Short Drive. Close Maple Drive between Rosalie Parkway and Mecca Drive. Detour traffic utilizing IH 39/USH 51 and CTH B using the detour as shown in the plans. Place all detour signs and adjust traffic signal timing prior to closing roadways. Coordinate the signal timing adjustments at CTH B/STH 54, CTH B/Hoover Avenue, and CTH B/Village Park Drive as shown in the plans prior to closing roadways. Contact Ken Radke, WisDOT electrician, (715) 459-4264, seven working days prior to needing adjustments to the traffic signal at the STH 54/CTH B intersection. Contact Bill Konkol, Village of Plover, (715) 570-4643, seven working days prior to needing adjustments to the traffic signal at the CTH B/Hoover Avenue and CTH B/Village Park Drive intersections.

Maintain access to 3111 Post Road and 3040 Post Road during construction. Construct concrete curb and gutter, sidewalk and driveway aprons in such a manner to provide access to 3111 Post Road at all times during construction. Coordinate driveway closure with resident at 3040 Post Road prior to concrete construction through driveway.

Provide 48 hours notice to the engineer of any changes in traffic control set ups or proposed modifications to the detour.

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

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 54 or Maple Drive traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 22, 2015 to 6:00 AM Tuesday, May 26, 2015 for Memorial Day;
- From noon Friday, July 3, 2015 to 6:00 AM Monday, July 6, 2015 for Independence Day;
- From noon Friday, September 4, 2015 to 6:00 AM Tuesday, September 8, 2015 for Labor Day.

107-005 (20050502)

## 6. Utilities.

This contract comes under the provision of Administrative Rule Trans 220.

107-065 (20080501)

**AT&T Wisconsin (AT&T)** has underground communication facilities along the left and right side of Maple Drive from west of construction limits to a crossing of Maple Drive at approximately 4005+25.

AT&T plans to discontinue this facility in place.

AT&T has underground communication facilities along the left side of Maple Drive from approximately 4005+25 to a crossing at approximately 5000+25. From there the facility continues along the right side of Maple Drive to east of project limits.

AT&T plans to discontinue this facility in place from approximately 4005+25 LT to approximately 3001+00 RT.

AT&T has underground communication facilities along the left side of STH 54 from north of construction limits to a crossing just north of existing Maple Drive. From there the facility continues along the right side of STH 54 to south of construction limits.

AT&T plans to discontinue this facility in place from approximately 406+00 LT to approximately 308+00 RT.

AT&T has an existing 6' by 12' by 7' concrete manhole in the northeast corner of the Maple Drive and STH 54 intersection. AT&T plans to remove all facilities from the manhole. Prior to removing any portion of the manhole contact AT&T per Trans 220.05(10) to ensure that all facilities are removed from the manhole.

AT&T plans to install new underground communication facilities along the left side of Maple Drive from west of project limits to approximately 4005+50. From there the facility heads south along the west side of Johnson Avenue to beyond project limits.

A&T plans to install new underground communication facilities crossing STH 54 at approximately 406+00. From there the facility continues south along the left side of STH 54 to a crossing at approximately 508+00 where the facility will tie into existing facilities on the right side of STH 54.

AT&T plans to complete the work described above by April 1, 2015.

No conflicts are anticipated.

**Charter Communications (Charter)** has overhead communication facilities on WPS poles along the left side of Maple Drive from west of project limits to approximately 4005+25. From there the facilities continue underground along the left side of Maple Drive to east of project limits.

Prior to construction Charter plans to transfer their overhead facilities to new WPS poles described elsewhere in this special provision.

Prior to construction Charter plans to relocate their existing vault at approximately 3000+75 to approximately 3005+25.

No conflicts are anticipated.

**Frontier Communications of WI LLC (Frontier)** owns an unoccupied easement within project limits. Prior to construction WisDOT released Frontier's rights to this easement. No facilities are present within project limits.

**Village of Plover (Sanitary Sewer)** has facilities that will be relocated according to the plan sheets and additional articles in the special provisions.

**Village of Plover (Water)** has facilities that will be relocated according to the plan sheets and additional articles in the special provisions.

**Wisconsin Public Service Corporation (WPS Electric)** has overhead electric facilities along the left side of Maple Drive throughout project limits.

Prior to construction WPS plans to remove the facilities described above.

WPS has overhead electric facilities crossing Maple Drive at approximately 4005+25. From there the facility continues along the west side of Johnson Avenue to south of project limits.

Prior to construction WPS plans to install new overhead electric facilities along the left side of Maple Drive from west of project limits to approximately 4005+25. From there the facility will continue underground to east of project limits. The facility will cross STH 54 at approximately 406+50.

No conflicts are anticipated.

WPS has a tentative date of April 1, 2015 to install the electric system needed to serve the temporary signals at the I 39/US 51/CTH B interchange. It is anticipated to take 5 days to complete this work. Coordinate actual start date with WPS.

Request for temporary, permanent, or disconnection of an existing electric service can be made by calling WPS' Business Service Center at (877) 444-0888 at least 60 days in advance of need date. If pole holding is required by contractors, please call WPS at (800) 450-7260 and request the Stevens Point Operations office. Please call a minimum of 48 hours in advance of need to make these arrangements and to assure availability of pole holding vehicle.

Please call (800) 450-7240 for electric emergencies.

**Wisconsin Public Service Corporation (WPS Gas)** has underground gas facilities along the right side of STH 54 from approximately 202+00 to a crossing of Maple Drive at approximately 4005+25. From there the facility continues along the west side of Johnson Avenue to beyond project limits.

Prior to construction WPS plans to lower this facility.

During construction WPS plans to relocate a valve in the southwest quadrant of the Maple Drive and Johnson Avenue intersection. Prior to removing pavement in this location contact WPS per Trans. 220.05(10) to inform them when pavement will be removed. Once pavement is removed WPS anticipates needing one working day to relocate this facility.

WPS has underground gas facilities along the right side of Maple Drive from west of project limits to approximately 4005+25. No conflicts are anticipated.

WPS has underground gas facilities along the left side of STH 54 from Locust Drive to a crossing at approximately 405+75.

Prior to construction WPS plans to discontinue this facility in place. No conflicts are anticipated.

Please call (800) 450-7280 for gas emergencies.

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

Both the department and Village of Plover 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 Village of Plover.

105-001 (20140630)

## **8. Referenced Construction Specifications.**

Construct the sanitary sewer and water main work conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth edition, dated December 22, 2003, including all Addenda thereto. 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.

## **9. Coordination with Businesses and Property Owners.**

The department will coordinate and participate with the engineer in weekly public meetings. The audience of the meetings is intended to be local officials, business people, and property owners affected by the construction project. The first meeting will be conducted a minimum of two weeks prior to the start of work under this contract. Discuss the following at the meetings: schedule of operations, progress of the project, access for businesses and property owners during construction, and any issues associated with vehicular and pedestrian access during construction operations. Arrange for a suitable location for the meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings and serve as the lead during the meetings.

(NCR 108.01-05312011)

## **10. Erosion Control.**

*Supplement standard spec 107.20 as follows:*

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete finishing operations, which includes seed, fertilizer, mulch and any other permanent erosion control measures required, within 14 calendar days after the placement of topsoil.

(NCR 107.03-05312011)

## **11. Public Convenience and Safety.**

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures or detours are put into effect:

Portage County Sheriff's Department  
Wisconsin State Patrol  
Town of Plover  
Town of Buena Vista  
Town of Linwood  
Town of Stockton  
Village of Plover  
Village of Whiting  
City of Stevens Point  
Plover School District  
Plover Post Office

The Portage County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.  
(NCR 107.05-10012012)

## **12. Property Marks – Protecting and Restoring.**

*Replace standard spec 107.11.3 (1) with the following:*

Protect and carefully preserve all known property and survey marks, land monuments, and right-of-way monuments and marker posts. Notify the engineer of the nature and location of these monuments and markers. Do not disturb or destroy monuments or markers until the engineer has arranged for their referencing or perpetuation.

Reset or replace, to the required standard, any property and survey marks, land monuments, and right-of-way monuments and marker posts that fall outside the construction limits that are shifted, lost or damaged by the contractor during construction operations, as determined by the engineer. If the contractor fails to restore the disturbed monuments or markers within a reasonable time, the department may, upon 48 hours written notice, restore the disturbed monuments or markers. The department will deduct restoration costs from payments due the contractor under the contract.  
(NCR 107.09-05312011)

## **13. Connection to Existing Sanitary Manhole.**

Connections to existing manholes shall be in accordance to Section 3.2.27 of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addenda thereto. The sanitary sewer system shall operate uninterrupted during connections to existing manholes. The cost of the connection shall be included in the unit price bid for the pipe.

The peak flow through the existing sanitary manhole at Station 2005+01.21, 12.1' RT is approximately 1500 gpm.



## **14. 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   |
|------------------------------------|--|
| $\leq 1500$ tons                   | One test from production, load-out, or placement at the contractor's option <sup>[1]</sup>                           |
| $> 1500$ tons and $\leq 6000$ tons | Two tests of the same type, either from production, load-out, or placement at the contractor's option <sup>[1]</sup> |
| $> 6000$ tons and $\leq 9000$ tons | Three placement tests <sup>[2][3]</sup>  |

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

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

<sup>[3]</sup> If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.

4. Department verification testing is optional for quantities of 6000 tons or less.

(3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

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

(1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.

(2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
5. Descriptions of stockpiling and hauling methods.

6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

## **B.2 Personnel**

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

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

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

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

## **B.3 Laboratory**

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

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

### **B.4.1 General**

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

### **B.4.2 Records**

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

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

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
  1. Contractor individual QC tests.
  2. Department QV tests.
  3. Department IA tests.
  4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

### **B.5 Contractor Testing**

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

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:  
Gradation..... AASHTO T 27  
Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  1. Control limits are at the upper and lower specification limits.
  2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
  3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
  4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

### **B.6.2 Fracture**

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

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

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

## **B.7 Corrective Action**

### **B.7.1 General**

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

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

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two 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)



## **15. Base Aggregate Dense.**

The fracture requirement as specified in standard spec 301.2.4.5 for virgin aggregate, crushed stone or crushed gravel, is amended as follows:

At least 80 percent, by count, of the number of particles of aggregate retained on the No. 4 and larger sieves, for dense aggregate base, shall have at least one fractured face.  
(NCR 305.01-10052011)

## **16. Blue Specific Service Signs.**

*Supplement standard spec 638.3.4 with the following:*

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A separate contractor, Interstate Logos - Wisconsin, is responsible for these signs. Contact Interstate Logos - Wisconsin at (844) 496-9163 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

The contractor is responsible for damage done to these signs due to contractor operations.  
638-010 (20140630)

## **17. Catch Basins and Manholes.**

Construct catch basins and manholes in accordance to standard spec 611 except as hereinafter modified:

Construct catch basins and manholes using only precast or cast in place concrete masonry options. The brick masonry or concrete brick or block masonry options shall not be used.  
(NCR 611.01-01182012)

## **18. Adjusting Manhole Covers.**

This work shall be according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove designated manhole covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, which shall remain in place until contract milling and paving operations permit setting the manhole frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

*Revise standard spec 611.3.7 by deleting the last paragraph.*

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.

611-005 (20030820)

## **19. Cover Plates Temporary, Item 611.8120.S.**

### **A Description**

This special provision describes furnishing, installing and removing a steel plate to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

### **B Materials**

Provide a 0.25-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

### **C (Vacant)**

### **D Measurement**

The department will measure Cover Plates Temporary, acceptably completed in place, as units.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION            | UNIT |
|-------------|------------------------|------|
| 611.8120.S  | Cover Plates Temporary | Each |

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

## **20. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.01.**

### **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.01 | 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)

## **21. Seeding Temporary.**

*Supplement standard spec 630.3.3 as follows:*

Apply Seeding Temporary separately from the application of other seed mixtures to ensure uniform application rates due to the varying seed sizes.

(NCR 630.01-02142012)

## **22. Seeding.**

*Amend standard spec 630.3.3 as follows:*

Sow seeds by Method A only.

(NCR 630.03-05202013)

### **23. Temporary Ditch Checks.**

Provide sediment log type ditch checks or manufactured alternative from the PAL. Straw erosion bales will not be allowed.

### **24. Removing Signs Type II.**

*Supplement standard spec 638.3.4 (2) as follows:*

Return aluminum Type II signs to either one of the department's North Central Region Office Sign Shops located at 2841 Industrial Street, Wisconsin Rapids or 501 North Hanson Lake Road, Rhinelander. Contact the Signing Lead Worker at (715) 421-8006. (NCR 638.01-01182012)

### **25. Field Facilities.**

*Supplement standard spec 642.2.1(3) as follows:*

Provide a water cooler to dispense the bottled drinking water.

*Supplement standard spec 642.3 as follows:*

Set up the field office within seven days after notice from the engineer.

Provide a parking area large enough to park a minimum of six cars directly adjacent to the field office. The parking area and approach to the field office shall be well drained and consist of a crushed base aggregate or an existing paved surface and shall be ready for use within seven days after the field office is set up. (NCR 642.02-07202012)

### **26. Luminares Utility LED C.**

Provide American Electric Lighting Model Autobahn ATB2-60B-LED-E10-MVOLT-R2-BF-NR-RFD146050 ATB2 Series 215W LED 1050MA Type 2 4000K CCT fixture for Luminares Utility LED C.

### **27. Fertilizer for Lawn Type Turf, Item SPV.0030.01.**

#### **A Description**

This special provision describes furnishing and incorporating fertilizing material in the soil on areas of seeding or sod.

#### **B Materials**

Use fertilizers that are standard, commercial, packaged or bulk products, in granular or liquid form conforming to Wisconsin Statutes and the Wisconsin Administrative Code Chapter ATPC 40. Ensure that each container of packaged fertilizer is plainly marked with the analysis of the contents showing minimum percentages of total nitrogen, available

phosphoric acid, and soluble potash. If furnishing the fertilizer in bulk, include an invoice with each shipment indicating the minimum percentages of total nitrogen, available phosphoric acid, and soluble potash in the contents.

The total of nitrogen, phosphoric acid, and potash shall equal at least 41 percent. At least 80% of the nitrogen shall be water insoluble.

If using fertilizer with a nitrogen, phosphoric acid, and potash total greater than 41 percent, maintain a ratio of 4-1-2 (N-P-K) and apply at a rate that provides the equivalent amount of nitrogen, phosphoric acid, and potash that is provided by a fertilizer with a 41 percent total.

Provide a slow release type fertilizer with a 14-week residual effect after activation into the soil conforming to the following minimum requirements:

|                       |                   |
|-----------------------|-------------------|
| Nitrogen,.....        | not less than 22% |
| Phosphoric Acid,..... | not less than 5%  |
| Potash,.....          | not less than 10% |

### **C Construction**

Uniformly apply the fertilizer to the seeding areas, and incorporate it into the soil by light discing or harrowing. If applying granular fertilizer, ensure it is well pulverized and free from lumps.

If incorporating fertilizer into topsoiled areas, apply it just before, and in conjunction with, final discing or harrowing, or if hand manipulating the topsoil, apply it just before final raking and leveling.

If fertilizing areas to receive sod, spread the fertilizer at the rate specified below uniformly over the soil before placing sod, and then work the fertilizer into the soil while preparing the earth bed as specified in standard spec 631.3.1.

Apply fertilizer containing 41 percent total of nitrogen, phosphoric acid, and potash at 7 pounds per 1000 square feet of area, unless the contract specifies otherwise. For Fertilizer for Lawn Type Turf that contains a different percentage of components, determine the application rate by multiplying the specified rate by a dimensionless factor determined as follows:

$$\text{Conversion Factor} = 41 / \text{New Percentage of Components}$$

### **D Measurement**

The department will measure Fertilizer for Lawn Type Turf by the hundred pounds (CWT) acceptably completed, and it will be measured based on an application rate of 7 pounds per 1000 square feet. The department will not measure fertilizer used for the bid items under standard spec 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of CWT. of material incorporated

by the ratio of the actual percentage of fertilizer components used to 41 percent for Fertilizer for Lawn Type Turf.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                   | UNIT |
|-------------|-------------------------------|------|
| SPV.0030.01 | Fertilizer for Lawn Type Turf | CWT  |

Payment is full compensation for providing, hauling, placing, and incorporating the fertilizer into the soil.

(NCR 629.01-05202013)

**28. Temporary Signal Control Cabinet, Item SPV.0060.01.**

**A Description**

This special provision describes furnishing, installing, maintaining, and removing temporary traffic signal control cabinets.

**B Materials**

Furnish temporary traffic signal control cabinets in accordance to standard specs 661.2.1 (1) and (2) and 661.2.1.7.2.

**C Construction**

Perform work according to WSEC. Provide and install, including programming, the controller with control cabinet as the plans show.

Request a signal inspection of the completely installed temporary traffic signal cabinet. Make this request to the engineer at least three working days before the requested inspection. Department region electrical personnel will perform the inspection.

The engineer will not grant turn on approval until the contractor corrects all discrepancies.

Perform work in accordance to standard spec 661.3.1.4 (3).

Remove cabinet after detour has been removed. The department will supply and install a department owned traffic signal control cabinet upon removal of the temporary traffic signal control cabinet.

**D Measurement**

The department will measure Temporary Signal Control Cabinet as each individual installation, 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 | Temporary Signal Control Cabinet | Each |

Payment is full compensation for furnishing, installing, maintaining and removing temporary traffic signal control cabinets. Concrete control cabinet base, electrical service meter socket, and electrical service meter breaker pedestal paid for under separate bid items.

## **29. Pull Boxes Polymer Concrete 18x18x24 Inch, Item SPV.0060.02.**

### **A Description**

This special provision describes furnishing and installing polymer concrete pull boxes.

### **B Materials**

Furnish lightweight precast polymer concrete rim and cover with a fiberglass underground box section rated for Tier 15 loading to the dimensions shown in the plan. Cast the word "LIGHTING" into the cover. Furnish gaskets for bolt holes in the cover. Flare the walls and roll the bottom lip to the outside of underground section to provide stability and prevent uplifting. Leave the bottom of the pull box open.

### **C Construction**

Perform work in accordance to standard spec 653.3

### **D Measurement**

The department will measure Pull Boxes Polymer Concrete 18x18x24 Inch as each individual installation, acceptably completed.

### **E Payment**

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

| ITEM NUMBE  | DESCRIPTION                               | UNIT |
|-------------|---|------|
| SPV.0060.02 | Pull Boxes Polymer Concrete 18x18x24 Inch | Each |

Payment is full compensation for furnishing Pull Boxes Polymer Concrete; for materials including grounding lugs, for aggregate, frames and covers; for required pull box extensions; conduit extensions less than 10 feet long including fittings; and for furnishing all excavating, backfilling, and disposing of surplus materials.

## **30. Salvage Hydrant and Valve, Item SPV.0060.03.**

### **A Description**

This work shall consist of Salvage Hydrant and Valve as shown on the plans and as herein provided.

### **B Materials**

The existing hydrant and valve shall be reused.

**C Construction**

Remove existing hydrant and valve in one piece at the connection to the hydrant lead. Cap or plug hydrant lead as shown on the plans. Excavate and install hydrant and valve in accordance to the details on the plans. Support hydrant on a concrete block.

**D Measurement**

The department will measure Salvage Hydrant and Valve as each individual Salvage Hydrant and Valve, 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 | Salvage Hydrant and Valve | Each |

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, for removing hydrant and valve, installing hydrant and valve, drainage stone, thrust blocking and support block. The department will pay capping/plugging hydrant leads separately.

**31. Adjust Watermain Valve Box, Item SPV.0060.04.****A Description**

Adjust existing watermain valve box to the required elevation. Watermain valve boxes include 5-1/4" shaft valve boxes and 1-1/2" shaft curb stop boxes.

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

Excavate around the existing watermain valve box as necessary and rotate the valve box assembly to position top at the required elevation. Furnish and install valve box extensions as necessary.

**D Measurement**

The department will measure Adjust Watermain Valve Box as each adjustment, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                | UNIT |
|-------------|----------------------------|------|
| SPV.0060.04 | Adjust Watermain Valve Box | Each |

Payment is full compensation for excavating, backfilling, dewatering, sheeting and shoring.



### **32. Abandon Sanitary Manhole, Item SPV.0060.05.**

#### **A Description**

This work shall consist of Abandoning Sanitary Manhole in place.

#### **B (Vacant)**

#### **C Construction**

Remove manhole walls to three feet below finish grade. Fill manhole with Class B bedding materials. Salvage the casting for the owner and transport and stock pile the salvaged castings to a specific location to be specified by the owner.

#### **D Measurement**

The department will measure Abandon Sanitary Manhole as each individual abandoned 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.0060.05 | Abandon Sanitary Manhole | Each |

Payment is full compensation for excavating, backfilling, dewatering, sheeting and shoring regardless of manhole size. The department will pay capping sanitary sewers at the manhole separately.

Class B bedding materials required for filling the manhole is incidental to the work.

### **33. Water Main Tapping Sleeve 8 x 6-Inch, Item SPV.0060.06.**

#### **A Description**

This special provision describes furnishing and installing water main tapping sleeves of the size and type described on the plans, meeting the requirements of the plans, the “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addenda thereto, the requirements for the Bid Item Water Main, and as hereinafter described.

#### **B Materials**

Provide restrained joint fittings conforming to Chapter 8.22.0 of the “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addenda thereto; compact style in accordance to AWWA C153; cement line conforming to AWWA C104.

Tapping Sleeve shall be Smith Blair 665 or approved equal.

Mega Lugs required for all thrust restraints.

**C Construction**

Install in accordance to the requirements of the “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addenda thereto, and the requirements of the bid item Water Main. The Village of Plover will inspect all sections of water main prior to backfilling.

**D Measurement**

The department will measure Water Main Tapping Sleeve (size) as a single unit, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                          | UNIT |
|-------------|--------------------------------------|------|
| SPV.0060.06 | Water Main Tapping Sleeve 8 x 6-Inch | Each |

Payment is full compensation for furnishing all materials; for furnishing all excavations; for sheeting and shoring, laying pipe, and making connections to all new or existing facilities; for furnishing all bedding material; dewatering; for backfilling and compaction, testing and disinfection of water mains, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

**34. Cap Watermain To Remain in Service, Item SPV.0060.07 Cap Sanitary Sewer to Remain in Service, Item SPV.0060.08.**

**A Description**

This work shall consist of furnishing or installing a pipeline cap manufactured of materials specifically intended for use as a pipeline cap on the open end of the pipeline to remain in service as shown on the plans.

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

Cap on pipelines to remain in service shall be as shown on the plans and as herein provided.

**D Measurement**

The department will measure Cap Watermain to Remain in Service and Cap Sanitary Sewer to Remain in Service as each individual cap, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                             | UNIT |
|-------------|---|------|
| SPV.0060.07 | Cap Watermain to Remain in Service      | Each |
| SPV.0060.08 | Cap Sanitary Sewer to Remain in Service | Each |

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, furnishing and installing the cap, regardless of pipe size.

**35. Sanitary Manhole Casting, Item SPV.0060.09; Sanitary Drop Manhole, Item SPV.0200.01.**

**A Description**

This work shall consist of furnishing and installing precast concrete sanitary manholes and sanitary manhole castings (for new manholes) as shown on the plans and as hereinafter provided.

**B Materials**

**B.1**

48" manholes shall have eccentric cone tops with 27" inside diameter on cone opening.

**B.1.1**

For manholes in unpaved areas, provide two 3/4 inch threaded anchor bolts embedded in the top of the cone section.

**B.1.2**

Cast the 3/4 inch bolts in the cone section during fabrication by or installed in the field utilizing expansion bolts.

**B.1.3**

Bolts: Type 303 or 304 stainless steel. McCullough Industries, Hilti or equal.

**B.1.4**

Nuts and washers: Type 18-8 stainless steel.

**B.2**

Barrel section: 48 or 60 inch (as shown on the Drawings), Type A reinforced concrete, ASTM C-478.

**B.3**

Precast base section: complete with integral, monolithic 2 foot 8 inch (minimum) barrel section, manhole wall/pipe junction waterstops and grouted bench.

**B.4**

Where a new manhole is constructed over an existing sewer, or where used as a valve manhole or storm sewer manhole, the precast base section may be separate from the precast barrel section (i.e. integral monolithic construction is waived).

**B.5**

Provide an adequate opening in the grouted bench for pipe insertion into manhole base section.

**B.6**

Opening thickness: 2 inches minimum, extending the full length of the manhole.

**B.7**

Final grout to provide a smooth transition across the manhole flow line. Grouted bench is not required for valve manholes.

**B.8**

Waterstops – PSX Boot manufactured by Press Seal Gasket Corporation, or approved equal.

**B.9**

Water stops are not required for storm sewer pipe.

**B.10**

Base Section: reinforced concrete ASTM C-478.

**B.10.1**

In the event that the location of the invert of a sewer is changed in the field or a new manhole is constructed over an existing sewer, such that the integral waterstops cannot be utilized, other waterstops shall be furnished and installed at the junction of the sewer pipe and the manhole wall.

**B.10.2**

Waterstops - Armco waterstop gaskets and clamp, Fernco concrete manhole adaptor or equal.

**B.11**

Use rubber gaskets or a mastic sealant at the manhole wall section joints.

**B.11.1**

Gaskets: AASHTO Designation M-198 and ASTM C-443.

**B.11.2**

Mastic sealant shall be "Kent Seal", or equal.

**B.12**

Adjusting rings shall be injection molded-recycled HDPE as manufactured by LADTECH, Inc. or equal. Grade Ring sealant shall be per manufacturer's recommendations. Grade rings shall have 27" inside diameter.

**B.13**

Manhole steps: copolymer polypropylene, meeting the requirements of ASTM Designation 2146 Type II Grade 49108, reinforced with a deformed 3/8 inch steel reinforcing bar which conforms to ASTM A-615 Grade 60.

**B.13.1**

Steps by Neenah Foundry R-1982-F, or equal.

**B.14**

Sealant and waterproofing Thoro-seal foundation coating, as manufactured by Standard Drywall Products, Inc., West Chemical Company or Xypex Crystalline Waterproofing Products as manufactured by Xypex Chemical Corporation, or equal.

**B.15**

Manhole frames and covers: heavy duty castings with machined bearing surfaces, self-sealing lids.

**B.15.1**

Neenah Foundry Company, R-1710 with non-rocking, Type B Lid, or approved equal.

**B.15.2**

Lids – two concealed pick holes.

**B.15.3**

Off pavement manhole location – provide two ¾-inch holes for bolting casting to cone/adjustment rings.

**B.16**

Mortar used at manhole joints or rings one part Portland Cement, Type I, conforming to ASTM Specification C-91, to two parts of clean sand and water.

**C Construction****C.1 General****C.1.1**

Manholes are to be constructed as shown on the Drawings and in accordance to Section 3.5.8(d) of the Standard Specifications for Sewer and Water Construction in Wisconsin. Unless approved by the Engineer, all manholes to have monolithic (i.e. base and first 2 feet 8 inches – minimum – of wall section shall be constructed simultaneously in one pour by the supplier so that it is one complete unit) base construction.

**C.1.2**

Provide clearance for pipe positioning through the manhole wall and precast bench.

**C.1.3**

Constructed the manhole bench utilizing ballast concrete with final bench grout.

**C.1.4**

Smooth and shaped the manhole flowline as shown on the drawings.

**C.1.5**

Position an approved manhole waterstop with the wall of the manhole to be attached to the pipe, according to the manufacturer's instructions, prior to pouring a concrete base, and for pre-cast bases also.

**C.1.6**

Keep concrete blocks or bricks used to support the pipe outside of these waterstops and not within the manhole perimeter.

**C.1.7**

Properly work the concrete to ensure maximum contact with these waterstops.

**C.1.8**

Where future connections are planned, install manhole stubs sealed with an approved plug.

**C.1.9**

Build up manhole so that the cover, when placed, will be at the required grade.

**C.1.10**

Provide a minimum of six inches and a maximum of twelve inches of adjusting rings at the top of the manhole to permit future adjustment of the frame and cover.

**C.1.11**

To the extent possible, the Engineer has determined the final manhole elevation, as shown on the plans.

**C.1.12**

Where the sewers are not within a paved roadway for which road grades have been established, the final ground elevation may vary from that shown on the plans.

**C.1.13**

Construct the complete length of the barrel of the manhole, including the cone section, within one day after the manhole base has been completed.

**C.1.14**

Install the top of the manhole casting flush with the finish grade. In sloping grade areas, match the existing slope or modify the existing grade to provide a smooth transition to the manhole.

**C.1.15**

Where the location of the invert of a sewer is changed in the field or a connection is made to an existing manhole, core drill new opening into the manhole wall. Core opening large enough to permit water stop to be installed.

## **C.2 Preparation of Subgrade**

### **C.2.1**

Maintain the bottom of the trench in a stable condition, and free of water, during the time required to install the manhole.

### **C.2.2**

Limit the excavation to the size required for the manhole to be constructed. Over excavate the trench bottom to a depth of 4 inches below the manhole bottom, clear the loose soil.

### **C.2.3**

Bed the manhole base section with 4 inches of crushed aggregate, in order to assure that adequate and uniform support is provided under the manhole and to avoid differential settlement.

The gradation of the crushed aggregate shall be as follows:

| Sieve Size | Percentage Passing and Number By Weight |
|------------|---|
| ½ inch     | 100                                     |
| 3/8 inch   | 90 – 100                                |
| No. 8      | 0 – 15                                  |
| No. 30     | 0 - 3                                   |

## **C.3 Precast Concrete Manholes and Wetwells**

### **C.3.1**

Place the base section in such a manner that (a) the invert of the sleeve or gasket is at the proper elevation, (b) the center of the manhole is in the proper location, and (c) the base section is plumb and level.

### **C.3.2**

Since the pipe will enter the manhole above the base, support the pipe with bedding material, extended from beneath the base section, as detailed in the plans.

### **C.3.3**

If a precast base slab, without monolithic cast wall section is utilized, place it in such a manner that the top of the base section is below the invert of the pipe, to permit the proper installation of the pipe waterstop.

### **C.3.4**

Constructed the manhole floor using ballast concrete to be placed up to the springline of the pipe and sloped up to the manhole walls at three inches/foot.

### **C.3.5**

Shape and smooth, the manhole flow line, and in accordance to the plans.

**C.3.6**

After the first manhole wall section is installed, paint and seal the outer joint between the base and the manhole walls with Thoroseal Foundation Coating, as manufactured by Standard Dry Wall Products, Inc., or Xypex Crystalline Waterproofing Products as manufactured by Xypex Chemical Corporation, or equal to provide a watertight joint.

**C.3.7**

Make the manhole section joints watertight by using rubber gaskets or mastic sealant.

**C.3.8**

Mortar may also be placed over the exterior joint to ensure its watertightness.

**C.3.9**

Manholes must be watertight.

**C.4 Other Manholes and Base Sections (Vacant)****C.5 Drop Manholes****C.5.1**

Provide a drop pipe as shown on the Plans for a sewer entering a manhole at an invert elevation of 24 inches or more above the springline of the exiting sewer.

**C.5.2**

Where the difference in elevation between incoming sewer and the exiting sewer invert is less than 24 inches, fillet the transition to prevent solids deposition.

**C.5.3**

Where a precast manhole with a drop connection is constructed, the footing for the portion of the manhole under the drop may be attached to the monolithic base section during a separate concrete pour.

**C.5.4**

A minimum of four one-half-inch reinforcing rods shall be placed as dowels into the footing from the manhole base section.

**C.5.5**

Extend these rods as the vertical part of the drop is constructed either of masonry or monolithic concrete.

**C.5.6**

In addition, tie the drop into each joint of the precast manhole with a minimum 1/4 inch rod to prevent any separation of the drop from the precast manhole.

**C.5.7**

Drill additional horizontal ties from the envelopes of the outside drop drill into the wall of the precast manhole as directed.



### **C.5.8**

Refer to detail on the drawings.

## **C.6 Adjusting Rings**

### **C.6.1**

Place a minimum of three two-inch adjusting rings and a maximum of six 2 inch adjusting rings on the cone section of the manhole.

### **C.6.2**

Place a continuous bead of mastic sealant around the top of the cone section and between all adjusting rings, to ensure water tightness.

### **C.6.3**

Place mortar around the outside of the joints.

## **C.7 Manhole Frames and Covers**

### **C.7.1**

Place a continuous bead of mastic sealant around the entire circumference of the top most adjusting ring.

### **C.7.2**

Centered the manhole frame into place, and pressed firmly into the mastic to assure an even distribution of the sealant.

### **C.7.3**

Secured the manhole frame to the manhole via the two anchor bolts in the cone section.

## **D Measurement**

The department will measure Sanitary Manhole Castings (for new manholes) as each individual sanitary manhole casting, acceptably completed.

The department will measure Sanitary Drop Manholes by the vertical foot acceptably completed, from the invert of the deepest sewer pipe to the bottom of the 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.0060.09 | Sanitary Manhole Casting | Each |
| SPV.0200.01 | Sanitary Drop Manhole    | VF   |

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing all materials for the complete manhole installation.

### **36. Sanitary Cleanout, Item SPV.0060.10.**

#### **A Description**

This special provision describes furnishing and installing sanitary cleanouts, to the requirements of the plans and the “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addendum thereto, excluding sections 3.2.1(c), 3.2.10(a)3.b, 3.2.12, 3.2.27, excluding paragraphs 3.2.6 g., h., and m. and as hereinafter provided.

#### **B Materials**

Unless otherwise noted on the plans, polyvinyl chloride pipe shall conform to the requirements of the latest revision of ASTM D3034, SDR 35 in accordance to Chapter 8.10.0 of “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addendum thereto.

Flexible watertight seals shall meet physical requirements of ASTM F477 and performance requirements of ASTM C425 and C443.

#### **C Construction**

Construct sanitary cleanouts in accordance to the plans and in accordance to Chapter 3.2.0 of “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addendum thereto.

#### **D Measurement**

The department will measure Sanitary Cleanout as each individual sanitary cleanout, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION       | UNIT |
|-------------|-------------------|------|
| SPV.0060.10 | Sanitary Cleanout | Each |

Payment is full compensation for providing all materials including pipe and end caps, for furnishing all excavations, for installing pipe, and cleanup.

### **37. Tracer Wire Access Box, Item SPV.0060.11.**

#### **A Description**

This special provision describes furnishing and installing tracer wire access box.

#### **B Materials**

The tracer wire access box shall include an ABS tube, cast iron cover and collar and locking cover. “SEWER” shall be cast into the cover.

**C Construction**

The tracer wire access box shall be located directly above the end of the sanitary lateral. The cover shall be set flush with the surface after final grading is completed.

**D Measurement**

The department will measure Tracer Wire Access Box as each individual tracer wire access box, 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.0060.11 | Tracer Wire Access Box | Each |

Payment is full compensation for providing all materials, installing, connecting, and cleanup.

**38. Pavement Marking Grooved Preformed Thermoplastic Words, Item SPV.0060.12; Crosswalk 6-Inch, Item SPV.0090.09.**

**A Description**

This special provision describes grooving the pavement surface, and furnishing and installing preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

**B Materials**

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

**C Construction****C.1 General**

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of preformed thermoplastic pavement marking.

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

**C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$  10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

### **C.3 Groove Width – Linear Markings**

Cut the groove 1-inch wider than the width of the thermoplastic.

### **C.4 Groove Position**

Position the groove edge in accordance to the plan details.

#### **C.4.1 Linear Marking**

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

#### **C.4.2 Special Marking**

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for word items.

### **C.5 Groove Cleaning**

#### **C.5.1 Concrete**

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

#### **C.5.2 Asphalt**

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

### **C.6 Preformed Thermoplastic Application**

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

**D Measurement**

The department will measure Pavement Marking Grooved Preformed Thermoplastic Words by each individual unit, acceptably completed.

The department will measure Pavement Marking Grooved Preformed Thermoplastic Crosswalk 6-Inch in length by the linear foot of tape placed, 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.0060.12 | Pavement Marking Grooved Preformed Thermoplastic Words            | Each |
| SPV.0090.09 | Pavement Marking Grooved Preformed Thermoplastic Crosswalk 6-Inch | LF   |

Payment is full compensation for cleaning and preparing the pavement surface, and for furnishing and installing the material.

**39. Pipe Grates 30-Inch, Item SPV.0060.14; 60-Inch, Item SPV.0060.15.**

**A Description**

This special provision describes furnishing and installing pipe grates on the ends of pipes as shown in the plans, and as hereinafter provided.

**B Materials**

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

**C Construction**

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged in accordance to the requirements of AASHTO M36M.

**D Measurement**

The department will measure Pipe Grates as each individual unit, where one unit is one grate, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION         | UNIT |
|-------------|---------------------|------|
| SPV.0060.14 | Pipe Grates 30-Inch | Each |
| SPV.0060.15 | Pipe Grates 60-Inch | Each |

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.

**40. Watermain 6-Inch, Item SPV.0090.01.****A Description**

This work shall consist of excavating required trenches, furnishing and installing watermains and tracer wires and backfilling the trenches, as shown on the plans and contract as hereinafter provided.

**B Material****B.1 General**

Watermains installed in trenches shall be PVC with push on or mechanical joints. PVC watermains shall be installed with tracer wire.

**B.2 PVC Pipe****B.2.1**

PVC pipe shall conform to AWWA C900, pressure class 150, SDR 18, cast iron outside diameter.

**B.3 Pipe Joints****B.3.1**

Joints for PVC pipe shall be elastomeric gasket type meeting ASTM F477 and assembly shall be per AWWA M23.

**B.3.2**

At fittings, also restrain pipeline joints for the following length from fittings:

| <u>Restrained Length (feet)</u> |          |          |                         |
|---------------------------------|----------|----------|-------------------------|
| Pipe Size (In)                  | 45° Bend | 90° Bend | Tee Hydrant or Dead End |
| 6                               | 11       | 20       | 14                      |
| 8                               | 19       | 34       | 24                      |
| 10                              | 28       | 51       | 36                      |
| 12                              | 39       | 73       | 51                      |

**B.3.3**

Joints for copper pipe shall be compression fitting type joints.

## **B.4 Tracer Wire**

### **B.4.1**

Tracer Wire shall be 14 gauge AWG solid copper wire with 15 mil polyethylene coating, blue color.

### **B.4.2**

Tracer wire joints shall be wrapped splices with solder or cadweld bonding of the copper wire, split bolt connections or compression connections (wire nuts not permitted). All exposed areas should be wrapped to provide a watertight joint.

### **B.4.3**

Tap the tracer wire to the top of the utility pipeline every 10 feet.

## **C Construction**

### **C.1**

Manipulation of existing valves required in order to construct work shall be performed by the Village of Plover Water Department only. Contact the Village of Plover Water Department at least 48 hours in advance to coordinate and schedule any required valve manipulation.

### **C.1.1**

Water customers shall not have their water service interrupted for more than 4 hours per day. Customers scheduled for interruption shall be notified at least 24 hours in advance.

## **C.2 Performance Tests**

### **C.2.1 Hydrostatic Pressure Test**

#### **C.2.1.1**

After pipe and appurtenances have been constructed, perform a hydrostatic pressure test.

#### **C.2.1.1.1**

Necessary equipment include: test plugs, reaction blocking, hoses, pressure gauges, measuring devices, and hand pumps, to perform the work required in connection with the tests.

#### **C.2.1.2**

Slowly fill each test section with water, care being taken to expel all air from the pipes.

#### **C.2.1.3**

Tap the pipe, if necessary, at high points to vent the air.

#### **C.2.1.4**

Maintained at 150 P.S.I. for at least one hour.

#### **C.2.1.5**

Tighten leaks found at mechanical joints, until the leaking stops.

#### **C.2.1.5.1**

Remove and replace any cracked or defective pipes, fittings, valves or joints discovered as a consequence of the pressure test with sound material, and the test shall be repeated until satisfactory.

#### **C.2.1.5.2 Leakage Test**

##### **C.2.1.5.2.1**

After the pipe has been subjected to the above pressure test, a leakage test as described herein shall be performed.

##### **C.2.1.5.2.2**

If water does not have to be added to the pipeline during the pressure test, to maintain 150 psi, the requirement for the leakage test may be waived.

##### **C.2.1.5.2.3**

Necessary equipment include: test plugs, reaction blocking, hoses, pressure gauges, measuring devices and hand pumps, to perform the work required in connection with the tests.

##### **C.2.1.5.2.4**

The duration of each leakage test is two hours.

##### **C.2.1.5.2.5**

The main pressure during the test is 150 P.S.I.

##### **C.2.1.5.2.6**

Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section thereof necessary to maintain the specified test pressure after the pipe has been filled with water and the air expelled.

##### **C.2.1.5.2.7**

The engineer will approve the system of measuring this volume of water prior to commencement of the test.

##### **C.2.1.5.2.8**

The maximum leakage in gallons per hour is determined by the following equation:

$$L = \frac{SD \times (P)^{1/2}}{133,200}$$

L = allowable leakage in gallons per hour S = length of pipeline tested in feet

D = nominal diameter of the pipe in inches P = test pressure in psig

\*Based on 11.65 gpd per mile of pipe per inch of nominal diameter, at 150 psi.



#### **C.2.1.5.2.8.1**

The allowable leakage per 1,000 feet of pipeline is as follows:

| Pipe Size (in.) | Allowable Leakage (gpd) |
|-----------------|-------------------------|
| 4               | 0.37                    |
| 6               | 0.55                    |
| 8               | 0.74                    |
| 10              | 0.92                    |
| 12              | 1.10                    |
| 14              | 1.29                    |
| 18              | 1.66                    |

#### **C.2.1.5.2.8.2**

In case the section under test contains joints of various diameters, the allowable leakage will be the sum of the computed leakage for each size of joint.

#### **C.2.1.5.2.9**

Should the test disclose leakage greater than that permitted, locate and repair the defective pipe until the leakage is within the specified allowance.

### **C.2.1.5.3 Continuity Test**

#### **C.2.1.5.3.1**

Perform tracer wire continuity testing utilizing a standard 5 watt generator to provide an AC current restricted to 33 kHz or less.

### **C.2.2 Presentation of Test Results**

#### **C.2.2.1**

At the conclusion of the performance tests, the owner or owner's representative will furnish a written report or the results of the tests.

#### **C.2.2.2**

The report will identify the specific type and length of pipe tested, the pressures, the duration of the test, the amount of leakage, etc.

#### **C.2.2.3**

The report will be signed by the contractor.

### **C.3 Disinfection of Complete Watermains**

#### **C.3.1**

AWWA C-651 Standard for Disinfecting Watermains.

Clean the main prior to disinfection, except when using the tablet method.

#### **C.3.3**

Chlorinate main using one of the following forms of chlorine.

#### **C.3.3.1**

Liquid Chlorine in combination with a solution feed, vacuum operated chlorinator and a booster pump.

#### **C.3.3.2**

Calcium or Sodium Hypochlorite solution injected into the main with a chemical feed pump.

#### **C.3.3.3**

Calcium Hypochlorite tablets, 5 grams each containing approximately 65 percent available chlorine by weight.

#### **C.3.3.4**

Calcium Hypochlorite tablets may not be used on solvent-welded plastic or on screw-joint steel pipe.

### **C.3.4 Methods of Chlorine Application**

#### **C.3.4.1 Continuous Feed Method**

##### **C.3.4.1.1**

Flow water from the existing distribution system at a constant, measured rate into the newly-laid pipeline.

##### **C.3.4.1.2**

Feed the chlorine dose at a constant, measured rate.

##### **C.3.4.1.3**

Proportion the two rates to deliver chlorine concentration at a minimum of 25 mg/l available chlorine. Fill the entire main is with chlorine solution.

##### **C.3.4.1.4**

Retain the chlorinated water in the main for at least 24 hours, Operate all valves and hydrants in the section treated to disinfect the appurtenances.

##### **C.3.4.1.5**

At the end of the 24 hour period, a 10 mg/l free chlorine residual throughout the length of the main is required.

##### **C.3.4.1.6**

If the initial disinfection fails to produce a free chlorine residual of 10 mg/l, rechlorinated the main with 25 mg/l available chlorine until a residual of 10 mg/l is obtained.

#### **C.3.4.2 Slug Method**

##### **C.3.4.2.1**

Flow water from the existing distribution system at a constant, measured rate into the newly laid pipeline.

#### **C.3.4.2.2**

Feed the chlorine dose at a constant, measured rate.

#### **C.3.4.2.3**

Proportion the two rates so that the chlorine concentration in the water entering the pipeline is maintained at no less than 100 mg/l.

#### **C.3.4.2.4**

Apply the chlorine continuously and for a sufficient period to develop a solid column or "slug" or chlorinated water that will, as it passes along the line, expose all interior surfaces to a chlorine concentration of at least 100 mg/l for at least 3 hours.

#### **C.3.4.2.5**

As the chlorinated water flows past tees and crosses, operate related valves and hydrants to disinfect appurtenances.

### **C.3.4.3 Tablet Method**

#### **C.3.4.3.1**

During construction place, 5 gram calcium hypochlorite tablets in each section of pipe.

#### **C.3.4.3.2**

Place one such tablet in each hydrant, hydrant branch and other appurtenance.

#### **C.3.4.3.3**

The number of 5 gram tablets required for each pipe section to provide a dose of 25 mg/l shall be  $0.0012 d^2 L$  rounded to the next higher integer, where  $d$  is the inside pipe diameter, in inches, and  $L$  is the length of the pipe section, in feet.

#### **C.3.4.3.4**

The number of tablets required for various pipe diameters is as follows:

| Pipe Diameter (in.) | Number of Tablets 13 Ft. Pipe | Length 20 Ft. Pipe Length |
|---------------------|-------------------------------|---------------------------|
| 4                   | 1                             | 1                         |
| 6                   | 1                             | 1                         |
| 8                   | 1                             | 2                         |
| 10                  | 2                             | 3                         |
| 12                  | 3                             | 4                         |
| 16                  | 4                             | 7                         |

#### **C.3.4.3.5**

Attach the tablets with a food-grade adhesive.

#### **C.3.4.3.6**

Tablet adhesive only on the broadside attached to the surface of the pipe.

**C.3.4.3.7**

Attach all the tablets inside and at the top of the main, with approximately equal numbers of tablets at each end of a given pipe length.

**C.3.4.3.8**

If the tablets are attached before the pipe section is placed in the trench, mark their position on the section so it can be readily determined that the pipe is installed with the tablets at the top.

**C.3.4.3.9**

When installation has been completed, fill the main at a velocity no greater than 1 foot per second.

**C.3.4.3.10**

Take precautions to eliminate air pockets. C.2.d.(3).k. Chlorinate pipe for at least 24 hours.

**C.3.4.3.11**

If the water temperature is less than 41°F, chlorinate the pipe for at least 48 hours.

**C.3.4.3.12**

After the applicable retention period, flush the heavily chlorinated water from the main until chlorine concentration in the water leaving the main is no higher than 1 mg/l.

**C.3.4.3.13**

Direct discharge from the watermain to the ground or surface waters may not be allowable. A WPDES (Wisconsin Pollutant Discharge Eliminate System) general permit is required for discharges of chlorinated water out of hydrants or watermains.

**C.3.4.3.14**

WPDES general permits are available from the DNR area district wastewater engineer.

**C.3.5**

Following a satisfactorily observed chlorine residual and flushing, two successive sets of samples taken at 24 hour intervals, will be tested for bacteriological analysis.

**C.3.5.1**

Furnish a sampling tap consisting of a standard corporation cock installed in the main with a copper tube gooseneck assembly.

**C.3.5.2**

After sampling remove the gooseneck assembly and retained for future use.

**C.3.5.3**

Obtain one bacteriologically safe water sample from each location prior to the main being placed into service.

#### **C.3.5.4**

After disinfection has been completed open all valves and the facilities be placed in operation.

#### **D Measurement**

The department will measure Watermain 6-inch 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.0090.01 | Watermain 6-Inch | LF   |

Payment is full compensation for furnishing all excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing watermain, bedding material, initial backfill and all test procedures.

### **41. Abandon Sanitary Sewer, Item SPV.0090.02.**

#### **A Description**

The contractor shall abandon sanitary sewer in place in accordance to the following specifications.

#### **B (Vacant)**

#### **C Construction**

The sanitary sewer to be abandoned shall be drained and the end of the pipe shall be bulk headed with concrete to prevent water from entering the pipe.

#### **D Measurement**

The department will measure Abandon Sanitary Sewer by the linear foot of sanitary sewer to be abandoned as indicated on the construction plans, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION            | UNIT |
|-------------|------------------------|------|
| SPV.0090.02 | Abandon Sanitary Sewer | LF   |

Payment is full compensation for cutting the existing sanitary sewer, draining the pipe to be abandoned, bulk heading open ends on the sanitary sewer to be abandoned, and restoration within the abandonment limits.

## **42. Sanitary Sewer Televising, Item SPV.0090.03.**

### **A Description**

This work consists of televising newly installed sanitary sewers as shown on the plans and as herein provided.

### **B Materials**

#### **B.1**

Use a colored television camera designed for sewer televising use.

#### **B.2**

Use equipment capable of producing a 600 line resolution video picture.

#### **B.3**

Adjust brilliance of camera lighting from an above ground remote station.

#### **B.4**

Use a 17 inch television monitor for viewing televised images.

#### **B.5**

Record sewer televising on VHS color videocassettes. Provide two copies.

#### **B.6**

Take instant developing colored photographs at significant leaking joints or structural/physical defects or as directed by the owner.

#### **B.7**

Provide three copies of written report with photographs.

### **C Construction**

#### **C.1 Cleaning Methods**

##### **C.1.1**

Clean sewer as necessary to allow camera travel in the sewer pipe without debris building up at the camera.

##### **C.1.2**

Protect the sewer pipe from damage during the cleaning operation.

##### **C.1.3**

Protect Connected sewer laterals from flooding or plugging during the cleaning operation.

##### **C.1.4**

Remove all sand, sludge, grease and other solid materials at the downstream manhole of each sewer section. Do not pass materials to downstream sewer section.

**C.1.5**

Dispose of all removed materials on a daily basis.

**C.2 Televising****C.2.1**

Move the camera in the sewer at a uniform rate not to exceed 30 feet per minute.

**C.2.2**

Stop camera as required to take photographs or thoroughly inspect suspected defect.

**C.2.3**

Make measurements within one-half foot along the sewer route. Provide distance indication on videotape image.

**C.2.4**

Provide audio documentation on the videotape regarding distance traveled and any unusual circumstance.

**C.2.5**

Where infiltration / inflow is occurring, provide estimate of flow in gallons per minute.

**C.2.6**

Make reference to any significant condition such as roots, crushed pipe, broken pipe, presence of scale or grease, protruding laterals and change in pipe material.

**D Measurement**

The department will measure Sanitary Sewer Televising per linear foot, acceptably completed, regardless of pipe size.

**E Payment**

The department will pay for measured quantities at the contract unit price under the following bid items.

| ITEM NUMBER | DESCRIPTION               | UNIT |
|-------------|---------------------------|------|
| SPV.0090.03 | Sanitary Sewer Televising | LF   |

Payment is full compensation for cleaning the sewer, televising, tape and report production regardless of pipe size.

**43. Sanitary Sewer 8-Inch, Item SPV.0090.04, Sanitary Sewer 27-Inch, Item SPV.0090.05.**

**A Description**

This special provision describes furnishing and installing sanitary sewer, to the requirements of the plans and the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all

Addendum thereto, excluding sections 3.2.1(c), 3.2.10(a)3.b, 3.2.12, 3.2.27, excluding paragraphs 3.2.6 g., h., and m. and as hereinafter provided.

## **B Materials**

Unless otherwise noted on the plans, polyvinyl chloride pipe shall conform to the requirements of the latest revision of ASTM D3034, SDR 35 in accordance to Chapter 8.10.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

Flexible watertight seals shall meet physical requirements of ASTM F477 and performance requirements of ASTM C425 and C443.

Pipe bedding shall meet the requirements of Class B Bedding. Backfill material shall meet the requirements of standard spec 209.

## **C Construction**

### **C.1 Installation**

Construct sanitary sewers in accordance to the plans and in accordance to Chapter 3.2.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

Where groundwater is encountered during the construction, all pipe joints for the sewer line shall be of such quality that there shall be no perceptible infiltration of groundwater into the sewer from any single pipe joint. All tests shall be made in the presence of the contractor and engineer. The cost for these tests shall be included in the unit price bid for installing the pipe.

### **C.2 Excavation and Backfilling**

Normal width of trench: section 3.1.1(a) of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

Remove undesirable material below trench bottom, such as organic soils, which cannot adequately support sewer and replace with crushed stone. Preparation of trench for sanitary sewer pipe shall include Class B Bedding.

Backfill in accordance to section 2.6.7 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto. It is the intent of these specifications to utilize excavated material as granular backfill, not imported granular backfill.

#### **C.2.1 Backfill Compaction:**

##### **C.2.1.1**

Keep trench free of visible water during backfilling and compaction work.

##### **C.2.1.1.1**

Initial compacted lift shall be 2 feet.



**C.2.1.2**

Adjust actual thickness of each subsequent lift so entire lift compacted to specified compactive effort, 12-in. maximum thickness.

**C.2.1.2.1**

Consolidate excavated material backfill under roadways to a minimum 95 percent maximum density as determined by ASTM D1557, Method D.

**C.2.1.2.2**

Consolidate backfill by mechanical compaction.

**C.3 Drainage and Dewatering**

Sections 2.2.12 and 2.2.13 of “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addendum thereto, except as modified below.

**C.3.1**

Protect adjacent properties from damage due to dewatering operation.

**C.3.1.1 Dewatering****C.3.1.1.1**

Keep construction site free-draining.

**C.3.1.1.2**

Keep excavations free from water.

**C.3.1.1.3**

Maintain groundwater minimum of 12 in. below excavations.

**C.3.1.1.4**

Remove soil disturbed by pressure or flow of groundwater and replace with free-draining material.

**C.3.1.1.5**

Maintain dewatering systems to prevent uplifting of structures.

**C.3.1.2**

Protect water supply of adjacent property owners.

**C.3.1.2.1**

In the event of loss or contamination of private water supply, provide adequate supply of bulk and potable water to property owners affected by construction operations until such time as water table returns to normal level.

**C.3.1.2.2**

Obtain approval of installation and operation of temporary water supply from local health authorities and DNR, Private Water Supply Section.

**C.3.1.2.3**

If private water supply is unrestored upon completion of the project, provide affected property owners with new potable water supply.

**C.3.1.3**

Obtain DNR, Private Water Supply Section, PO Box 7921, Madison, WI 53707; approval if dewatering operations exceeds 70 gpm for wells.

**C.4 Testing****C.4.1**

Provide piping connections between section of line being tested and air supply, together with test pressure equipment, meters, pressure gauge, and other equipment, materials, and facilities necessary to make specified tests.

**C.4.2**

Provide bulkheads, blocking, bracing, or other temporary sectionalizing devices that may be required.

**C.4.3**

Remove temporary sectionalizing devices after test complete.

**C.4.4**

Provide necessary test plug/mandrel, cable, reeling equipment, and other materials necessary to perform deflection test.

**C.4.5**

Pipe section to be tested shall be clean and free of dirt, sand, water, or other foreign material.

**C.4.6**

Pipe section to be tested has had backfill placed and consolidated.

**C.5 Deflection Testing****C.5.1**

Provide cable at either end of test plug/mandrel to allow withdrawal if plug becomes stuck.

**C.5.2**

Test plastic sewer pipe in presence of Owner.

**C.5.3**

Test in accordance to sections 3.2.6(i)(4) and 3.2.6(j)(4) of “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addendum thereto except as modified as follows.

**C.5.3.1**

Deflection test PVC pipe immediately upon completion.

**C.5.3.1.1**

Sections not passing test shall be repaired and retested.

**C.5.4**

Test plugs shall be solids sleeve or cage type as shown on File No. 30 of “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addendum thereto.

**C.5.4.1**

Device shall be identified as to the size and type of pipe for which it is intended to be used and outside diameter of device.

**C.5.4.2**

Identification shall be stamped on device or metal plate permanently attached thereto.

**C.5.4.3**

Worn, damaged, or deformed test plugs not acceptable.

**C.6 Leakage Testing****C.6.1**

Pressure test sewer pipe in the presence of the owner.

**C.6.2**

Provide piping connections between section of line being tested and air supply, together with test pressure equipment, meters, pressure gauge, and other equipment, materials, and facilities necessary to make specified tests.

**C.6.3**

Provide bulkheads, blocking, bracing, or other temporary sectionalizing devices that may be required.

**C.6.4**

Remove temporary sectionalizing devices after the test is complete.

**C.6.5**

Plug pipe outlets with test plugs. Brace each plug securely to prevent blowouts during air test.

**C.6.6**

Add air slowly.

**C.6.7**

Pressurizing equipment shall include regulator set to avoid over-pressurizing and damaging line.

**C.6.8**

Make air tests from manhole to manhole unless approved by the engineer.

**C.6.9**

Test in accordance to chapter 3.7.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto, except as modified below.

**C.6.9.1**

Test times shall be in accordance to Table 6 of section 3.7.3 of SW specifications.

**C.6.9.2**

Length of laterals shall be included in determining minimum test time.

**C.6.9.3**

Repair and retest sections that do not pass.

**D Measurement**

The department will measure Sanitary Sewer 8-Inch and Sanitary Sewer 27-Inch by the linear foot, measured between the centerline of manholes or to the terminus of the pipe, 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 | Sanitary Sewer 8-Inch  | LF   |
| SPV.0090.05 | Sanitary Sewer 27-Inch | LF   |

Payment is full compensation for providing all materials including pipe and end caps, for furnishing all excavations, dewatering, for sheeting and shoring if required by contractor, for laying pipe, and making connections to all new or existing facilities including existing manhole; for installing end caps; for furnishing all bedding material; for backfilling and compaction, testing of sanitary sewer, and removing sheeting and shoring, cleanup. Class B Bedding will be paid for separately.

#### **44. Class B Bedding, Item SPV.0090.06.**

##### **A Description**

This special provision describes furnishing and installing Class B Bedding for sanitary sewer pipe only, as provided by these specifications.

##### **B Materials**

Provide Class B Bedding complying with the requirements of sections 3.2.6(b) and 8.43.2(a) of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

##### **C Construction**

It is not the intent of the project to utilize Class B Bedding at all utility locations. The Engineer reserves the right to order additional excavation where suitable foundation conditions do not exist. When this condition arises, the excavation shall be carried to such depths as directed by the Engineer. The maximum width of the extra trench excavation shall be the outside of the proposed structure plus 2 feet, plus the amount necessary for sheeting or bracing. Mechanically compacted crushed stone and/or washed gravel (Class B Bedding) shall be installed to replace the excavated materials to sub-base grade.

Placement and construction of the Class B Bedding shall be in conformance with section 3.2.6(b) of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

##### **D Measurement**

The department will measure Class B Bedding by the linear foot along the centerline of the pipe installed, 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.0090.06 | Class B Bedding | LF   |

Payment is full compensation for furnishing and placing all materials, including the cost of the stone bedding; compaction of the backfill material.

#### **45. Sanitary Lateral 6-Inch, Item SPV.0090.07.**

##### **A Description**

This special provision describes furnishing and installing sanitary laterals, to the requirements of the plans and the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto, excluding sections 3.2.1(c), 3.2.10(a)3.b, 3.2.12, 3.2.27, excluding paragraphs 3.2.6 g., h., and m. and as hereinafter provided.

## **B Materials**

Unless otherwise noted on the plans, polyvinyl chloride pipe shall conform to the requirements of the latest revision of ASTM D3034, SDR 35 in accordance to Chapter 8.10.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

Flexible watertight seals shall meet physical requirements of ASTM F477 and performance requirements of ASTM C425 and C443.

Pipe bedding shall meet the requirements of Class B Bedding. Backfill material shall meet the requirements of standard spec 209.

## **C Construction**

Construct sanitary laterals in accordance to the plans and in accordance to Chapter 3.2.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

Construct lateral to property line. Permanently cap the end of lateral. The lateral shall terminate with a riser consisting of two 45 degree elbows, and a straight length of pipe sufficient to reach four feet above the invert of the lateral, where the riser begins. The invert of the lateral, at the bottom of the riser, at its termination at the lot line, shall be 8 feet below the final grade.

A locator wire shall be affixed to the lateral and run from the sewer main connection point to tracer wire access box located at the surface directly above the end of the lateral. The locator wire shall be connected to the tracer wire access box cover terminal. The cover of the tracer wire access box shall be set flush with the surface after final grading is completed.

## **D Measurement**

The department will measure Sanitary Lateral 6-Inch 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.0090.07 | Sanitary Lateral 6-Inch | LF   |

Payment is full compensation for providing all materials including pipe and end caps, for furnishing all excavations, dewatering, for sheeting and shoring if required by contractor, for laying pipe, and making connections to all new or existing facilities including existing manhole; for installing end caps; for furnishing all bedding material; for backfilling and compaction, and removing sheeting and shoring, cleanup. Class B Bedding will be paid for separately.

#### **46. Water Service 2-Inch, Item SPV.0090.08.**

##### **A Description**

This special provision describes furnishing and installing water services (size) including tap, corporation, curb stops and curb box, to the requirements of the plans and the “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addendum thereto, and as hereinafter provided.

##### **B Materials**

Water service shall be SDR 9 CTS poly-pipe, no substitutions.

Corporation stops (size) shall be in accordance to AWWA C800 and ASTM B62 and shall be Mueller 15008 or Ford F-1000Q with no substitutions. All corporation stops require saddles.

Water service curb stops shall in accordance to AWWA C800 and ASTM B62 and shall be (size) Mueller H-15209 or Ford B44-777Q with no substitutions.

Water service curb boxes shall be Mueller H10300 or Ford EM2-70-57 with no substitutions, threaded base and 1-1/4 in. upper section, plug style lid and the extended length shall be 7-feet, with stationary rods.

Service Saddles shall be Ford FS202, Smith Blair 317 or 372, Mueller BR2B or H13000, or Romac 202S or 305.

##### **C Construction**

Construct the water services in accordance to the plans, “Standard Specifications for Sewer and Water Construction in Wisconsin,” Sixth Edition, dated December 22, 2003, including all Addendum thereto Chapters 5.5.0 and 5.6.3, bid item Water Main, and as hereinafter provided.

Water services shall have 7 feet minimum cover or require insulation.

Delete wood blocking in section 5.5.12 and replace with solid concrete block or concrete.

Delete lead disc from section 5.5.15.

Delete section 5.5.20.

Set curb boxes 3 feet away from back of curb line, and extend water services to within 1 foot of right-of-way line.

Backfill services constructed across roadways and driveways in accordance to the bid item Water Main.

"Work" each curb stop, in presence of Village of Plover, prior to placing water main in service.

Furnish and install marker, accurately centered and vertical, over end of each lateral installed. Marker shall be 4 in. by 4in., one continuous piece (no segments), nominal size lumber. Place marker in backfill so bottom end touches end of lateral and top of marker is 2-feet above ground level. Elevation of lateral, at end, shall be permanently written on marker. Paint marker blue.

Determine horizontal location of each lateral, at point of terminus, by measurement to nearest 0.1-feet, "tied" to minimum of 2, preferably 3, nearby permanent physical features. The horizontal location noted on the as-built plans provided to the Village of Plover.

#### **D Measurement**

The department will measure Water Service 2-Inch by the linear foot in place and the quantity measured for payment shall be the number of linear feet completed and accepted in accordance to the contract measured along the centerline of the tubing. The length to be paid for shall be measured through the corporation stop and the curb stop.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION          | UNIT |
|-------------|----------------------|------|
| SPV.0090.08 | Water Service 2-Inch | LF   |

Payment is full compensation for furnishing all materials including tubing and fittings, corporation stop, curb stop and curb box; for furnishing all end of piping marking; for furnishing all excavations; for sheeting and shoring, forming foundations, laying pipe, and making connections to all new or existing facilities, including couplings; for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work in accordance to the contract.

### **47. Pavement Marking Grooved Preformed Thermoplastic 8-Inch, Item SPV.0090.10; 18-Inch, Item SPV.0090.11.**

#### **A Description**

This special provision describes grooving the pavement surface, and furnishing and installing preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 646, and as hereinafter provided.

#### **B Materials**

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.



## **C Construction**

### **C.1 General**

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of preformed thermoplastic pavement marking.

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

### **C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$ 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

### **C.3 Groove Width – Linear Markings**

Cut the groove 1-inch wider than the width of the thermoplastic.

### **C.4 Groove Position**

Position the groove edge in accordance to the plan details.

#### **C.4.1 Linear Marking**

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

### **C.5 Groove Cleaning**

#### **C.5.1 Concrete**

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the adhesive, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

#### **C.5.2 New Asphalt**

If opening to traffic an asphalt lane that is not grooved, place temporary pavement marking. For asphalt lanes not open to traffic, temporary pavement marking is not required.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

### **C.5.3 Existing Asphalt**

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

### **C.6 Preformed Thermoplastic Application**

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

### **D Measurement**

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Size) in length by the linear foot of tape placed, 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.0090.10 | Pavement Marking Grooved Preformed Thermoplastic 8-Inch  | LF   |
| SPV.0090.11 | Pavement Marking Grooved Preformed Thermoplastic 18-Inch | LF   |

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; furnishing, placing, and removing temporary pavement marking if necessary.

## **48. Span Wire Traffic Signals for Intersections, Item SPV.0105.01.**

### **A Description**

This special provision describes the contractor furnishing and installing wood poles, cable, guy, span, and messenger wire; guy, span, and messenger wire mounting hardware; tether and messenger wire; in accordance to standard spec 661. Also, the transporting,

assembling and installing of department furnished traffic signal and lighting materials in accordance to standard specs 651 through 660, as shown on the plans, and as hereinafter provided. This special provision also describes the maintenance responsibility of the traffic signal and lighting equipment throughout the life of the project.

## **B Materials**

Furnish materials in accordance to standard spec 661.2.

The department will furnish the traffic signal mounting hardware with the exception of the stainless steel banding and clips, which are to be furnished by the contractor.

Provide miscellaneous items such as, but not limited to, wire nuts, splice kits, connectors, tape, insulating varnish, fuses, fuse holders, and ground lug fasteners necessary to make the proposed system complete from the source of supply to the most remote unit.

## **C Construction**

Install materials in accordance to standard specs 657.3, 658.3, and 661.3.

Contact North Central Region electrician Ken Radke at (715) 459-4264 at least five working days prior to make arrangements for picking up the department furnished materials. The pickup shall not be done on Fridays.

Load and transport the department furnished traffic signal and lighting materials, from the North Central Region Electrical Shop located in the Sign Shop at 2841 Industrial Street, Wisconsin Rapids to the installation site.

Assemble and install the traffic signal and lighting materials at the specified location in accordance to the pertinent provisions of the standard specifications and the plan details for each item. Install traffic signal and lighting equipment between 7:00 PM and 6:00 AM. Close up to one lane of traffic in each direction by using standard detail drawing 15D 12-4. Speed reduction is not required. Use flaggers as necessary while installing traffic signal and lighting materials. Install traffic control devices in accordance to the MUTCD and plans.

Request a signal inspection of the completed signal installation. Make this request to the engineer at least five working days prior to the date of the requested inspection. The department's electricians will perform the inspection. The inspection will not be done on Fridays.

The contractor shall maintain the traffic signal and lighting equipment in its entirety throughout the life of the detour established for Project 6414-01-72. At the conclusion of the detour, the department will install department owned traffic signal control cabinets, and will take over ownership and maintenance responsibility of the signals. Request a signal inspection at the conclusion of the detour. If the department finds that any assemblies or equipment are defective, unsuitable, or if the quality does not conform to

acceptable standards, the defective parts shall be replaced or acceptably repaired by the contractor.

During the 6414-01-72 detour, the contractor shall correct lamp outages within 24 hours of the reported outage. The contractor shall also respond within an hour of notification to provide corrective action to any emergency such as but not limited to knockdowns, signal cable problems, and all controller equipment failures. If equipment becomes damaged or faulty beyond repair, replace it within one working day. In order to fulfill this requirement, maintain, in stock, sufficient amounts of material and equipment to provide repairs. Replace the traffic signal control equipment including the cabinet, controller, and cabinet accessories within 4 hours.

#### **D Measurement**

The department will measure Span Wire Traffic Signals for Intersections as a single lump sum unit of work, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                                 | UNIT |
|-------------|---|------|
| SPV.0105.01 | Span Wire Traffic Signals for Intersections | LS   |

Payment is full compensation for furnishing and installing wood poles, cable, guy, span, and messenger wire; guy, span, and messenger wire mounting hardware; tether and messenger wire; for loading, transporting, assembling and installing department furnished traffic signal and lighting materials as listed in the plans; for furnishing and installing miscellaneous items such as, but not limited to, wire nuts, splice kits, connectors, tape, insulating varnish, fuses, fuse holders, stainless steel banding, clips, and ground lug fasteners necessary to make the proposed system complete from the source of supply to the most remote unit; for furnishing, installing, and maintaining traffic control devices needed for installing traffic signal and lighting equipment, including flaggers; cleaning up and disposing of all waste.

Concrete bases, pull boxes, and control cabinet installation are paid for under separate bid items. All components of this installation become property of the department upon completion of the project. The department will maintain this installation upon completion of the project. The contractor shall operate and maintain this installation throughout the life of the detour for Project 6414-01-72. The department will be responsible for and will cover the energy service costs for the life of the entire project.

### **49. Removing Utility Vault 12x6x7, Item SPV.0105.02.**

#### **A Description**

This special provision describes removing a 12x6x7 foot abandoned utility vault in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

#### **B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Utility Vault 12x6x7 as a lump sum unit of work, acceptably completed.

**E Payment**

*Supplement standard spec 204.5 to include the following:*

| ITEM NUMBER | DESCRIPTION                   | UNIT |
|-------------|-------------------------------|------|
| SPV.0105.02 | Removing Utility Vault 12x6x7 | LS   |

Payment for Removing Utility Vault 12x6x7 is full compensation for excavating; breaking down and removing the vault; closing, plugging, or sealing remaining conduit; for hauling and disposing of materials; for providing any required bentonite; for providing and compacting granular backfill to bring the excavated hole back to original grade.

**50. Water for Seeded Areas, Item SPV.0120.01.**

**A Description**

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

**B Materials**

Furnish water that is in accordance to the pertinent requirements of standard spec 624.

Use clean water, free of impurities or substances that might injure the seed.

**C Construction**

Water the seeded area in accordance to standard spec 624 except as hereinafter modified.

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

**D Measurement**

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

**E Payment**

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

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

Payment is full compensation for furnishing, hauling, and applying the water.  
(NCR 630.04-05202013)

## **51. Preparing Topsoil for Lawn Type Turf, Item SPV.0180.01.**

### **A Description**

This special provision describes preparing the bed of topsoil or salvaged topsoil, for seeding or placing sod, in areas designated by the plan.

### **B (Vacant)**

### **C Construction**

Prepare and finish the subgrade so that rocks, concrete debris, or wood larger than three inches in diameter are not present within 1 foot of the finished surface of the topsoil.

Remove or break down all clods and lumps in the topsoil by using harrows or discs, screening, or other appropriate methods to provide a uniformly textured soil, in which 100 percent of the topsoil passes a one-inch sieve and at least 90 percent passes a No. 10 sieve.

Remove rocks, twigs, clods, and other foreign material that will not break down, and dress the entire surface to present a uniform appearance.

Shape the topsoil so that the horizontal or sloped surface between any two points ten feet apart does not vary by more than one inch. Roll with a turf type roller to a uniform minimum compacted depth of 4 inches.

Shape and compact the topsoil adjacent to pavements, sidewalks and curbs to 1 inch below the top of the abutting surface. Before seeding, correct locations that vary by more than ¼-inch.

### **D Measurement**

The department will measure Preparing Topsoil for Lawn Type Turf, acceptably completed in area by the square yard.

### **E Payment**

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

| ITEMNUMBER  | DESCRIPTION                          | UNIT |
|-------------|--------------------------------------|------|
| SPV.0180.01 | Preparing Topsoil for Lawn Type Turf | SY   |

Payment is full compensation for preparing the subgrade and topsoil bed for sod or seed as described above.

(NCR 625.01-07162013)

## **52. Reconstruct Sanitary Manhole, Item SPV.0200.02.**

### **A Description**

This special provision describes reconstructing existing sanitary manholes when top of casting must be adjusted by more than one vertical foot to meet the required elevation, furnish and install manhole materials.

### **B Materials**

Furnish 48 inch Type A reinforced concrete precast manhole wall sections, ASTM C-478.

### **C Construction**

Remove the existing casting, adjustment rings and cone section. Install concrete precast manhole wall sections. Reinstall cone section, adjustment rings and casting to the required elevation.

### **D Measurement**

The department will measure Reconstruct Sanitary Manhole by the vertical foot, acceptably completed, measuring the difference from the invert of the deepest sewer to the bottom of the casting, before and after adjustment

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                  | UNIT |
|-------------|------------------------------|------|
| SPV.0200.02 | Reconstruct Sanitary Manhole | VF   |

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, furnishing and installing materials to reconstruct sanitary manholes. Removal and reinstallation of existing sanitary manhole castings and adjustment rings is an incidental cost to the manhole reconstruction.

## **53. Sanitary Riser, Item SPV.0200.03.**

### **A Description**

This special provision describes furnishing and installing sanitary risers, to the requirements of the plans and the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto, excluding sections 3.2.1(c), 3.2.10(a)3.b, 3.2.12, 3.2.27, excluding paragraphs 3.2.6 g., h., and m. and as hereinafter provided.

### **B Materials**

Unless otherwise noted on the plans, polyvinyl chloride pipe shall conform to the requirements of the latest revision of ASTM D3034, SDR 35 in accordance to Chapter 8.10.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

Flexible watertight seals shall meet physical requirements of ASTM F477 and performance requirements of ASTM C425 and C443.

Pipe bedding shall meet the requirements of Class B Bedding. Backfill material shall meet the requirements of standard spec 209.

### **C Construction**

Construct sanitary risers in accordance to the plans and in accordance to Chapter 3.2.26 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

### **D Measurement**

The department will measure Sanitary Riser by the vertical 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.0200.03 | Sanitary Riser | VF   |

Payment is full compensation for providing all materials including pipe and end caps, for furnishing all excavations, dewatering, for sheeting and shoring if required by contractor, for laying pipe, and making connections to all new or existing facilities including existing manhole; for installing end caps; for furnishing all bedding material; for backfilling and compaction, and removing sheeting and shoring, cleanup. Class B Bedding will be paid for separately.





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

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

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

***I. BASIC CONCEPTS***

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   2   (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 1 (number) TrANS Apprentice(s) be utilized on this contract.

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

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

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

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

## **II. IMPLEMENTATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

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

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

#### 2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## 6. Bidder's Appeal Process

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

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

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

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

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

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

## **8. Counting DBE Participation**

### **Assessing DBE Work**

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

## **9. Commercially Useful Function**

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

**10. Trucking**

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

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

**11. Manufacturers and Suppliers**

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

**12. DBE Prime**

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

**13. Joint Venture**

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

**14. Mentor Protégé**

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

**15. DBE Replacement**

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

<http://www.dot.wi.gov/business/dbe/docs/policyreplacingdbe.pdf>

**16. Changes to the approved DBE Commitment Form DT1506**

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

**17. Contract Modifications**

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

**18. Payment**

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

**APPENDIX A**  
**Sample Contractor Solicitation Letter Page 1**  
*This sample is provided as a guide not a requirement*

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GFW SAMPLE MEMORANDUM

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TO: DBE FIRMS  
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR  
SUBJECT: REQUEST FOR DBE QUOTES  
LET DATE & TIME  
DATE: MONTH DAY YEAR  
CC: DBE OFFICE ENGINEER

---

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,  
Phone: (000) 123-4567  
Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_

Letting Date: \_\_\_\_\_

Project ID: \_\_\_\_\_

**Please check all that apply**

- .. Yes, we will be quoting on the projects and items listed below
- .. No, we are not interested in quoting on the letting or its items referenced below
- .. Please take our name off your monthly DBE contact list
- .. We have questions about quoting this letting. Please have some one contact me at this number

**Prime Contractor 's Contact Person**

|              |
|--------------|
|              |
| Phone: _____ |
| Fax: _____   |
| Email: _____ |
| _____        |

**DBE Contractor Contact Person**

|             |
|-------------|
|             |
| Phone _____ |
| Fax _____   |
| Email _____ |
| _____       |

**Please circle the jobs and items you will be quoting below**

|              |   |   |   |   |   |   |   |
|--------------|---|---|---|---|---|---|---|
| Proposal No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| County       |   |   |   |   |   |   |   |

**WORK DESCRIPTION:**

|                                 |   |   |   |   |   |   |   |
|---------------------------------|---|---|---|---|---|---|---|
| Clear and Grub                  | X |   | X | X |   | X | X |
| Dump Truck Hauling              | X |   | X | X |   | X | X |
| Curb & Gutter/Sidewalk, Etc.    | X |   | X | X |   | X | X |
| Erosion Control Items           | X |   | X | X |   | X | X |
| Signs and Posts/Markers         | X |   | X | X |   | X | X |
| Traffic Control                 |   | X | X | X |   | X | X |
| Electrical Work/Traffic Signals |   | X | X | X |   | X |   |
| Pavement Marking                |   | X | X | X | X | X | X |
| Sawing Pavement                 |   | X | X | X | X | X | X |
| QMP, Base                       | X | X |   | X | X | X | X |
| Pipe Underdrain                 | X |   |   | X |   |   |   |
| Beam Guard                      |   |   |   | X | X | X | X |
| Concrete Staining               |   |   |   |   |   |   | X |
| Trees/Shrubs                    | X |   |   |   |   |   | X |

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

**APPENDIX B**  
**BEST PRACTICES FOR PRIME CONTRACTOR & DBE**  
**SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

**Primes**

- Ø Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office
- Ø Host information sessions not directly associated with a bid letting;
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Ø Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Ø Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Ø Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

**DBE**

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Ø Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Ø Participate in DBE office assessment programs
- Ø Participate on advisory and mega-project committees
- Ø Sign up to receive the DBE Contracting Update
- Ø Consider membership in relevant industry or contractor organizations
- Ø Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

**APPENDIX D**  
**Good Faith Effort Evaluation Guidance**  
*Excerpt from Appendix A of 49 CFR Part 26*

**APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.



- D.
  - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
  - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
  - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
  - c. Add attachments to a sub-quote
  - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

### **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

## ADDITIONAL SPECIAL PROVISION 6

### ASP 6 - Modifications to the standard specifications

*Make the following revisions to the standard specifications:*

---

#### 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 <sup>[1]</sup> | 15.0 <sup>[2]</sup> | 16.0        | 17.0        |

<sup>[1]</sup> 14.5 for E-0.3 and E-3 mixes.

<sup>[2]</sup> 15.5 for E-0.3 and E-3 mixes.

**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.

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**Bid Items Added**

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*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         |

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**Errata**

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*Make the following corrections to the standard specifications:*

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**501.3.2.4.4 Water Reducer**

*Correct errata by deleting the reference to footnote 6 for grade D concrete.*

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.



**ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.



**ADDITIONAL SPECIAL PROVISION 9**  
**Electronic Certified Payroll Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://www.dot.wi.gov/business/civilrights/laborwages/index.htm>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

<http://www.dot.wi.gov/business/civilrights/laborwages/docs/crc-payroll-manual.pdf>

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SEPTEMBER 2002**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

| <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> |
|---------------|----------|---------------|----------|---------------|----------|
| Adams         | 1.7      | Iowa          | 1.7      | Polk          | 2.2      |
| Ashland       | 1.2      | Iron          | 1.2      | Portage       | 0.6      |
| Barron        | 0.6      | Jackson       | 0.6      | Price         | 0.6      |
| Bayfield      | 1.2      | Jefferson     | 7.0      | Racine        | 8.4      |
| Brown         | 1.3      | Juneau        | 0.6      | Richland      | 1.7      |
| Buffalo       | 0.6      | Kenosha       | 3.0      | Rock          | 3.1      |
| Burnett       | 2.2      | Kewaunee      | 1.0      | Rusk          | 0.6      |
| Calumet       | 0.9      | La Crosse     | 0.9      | St. Croix     | 2.9      |
| Chippewa      | 0.5      | Lafayette     | 0.5      | Sauk          | 1.7      |
| Clark         | 0.6      | Langlade      | 0.6      | Sawyer        | 0.6      |
| Columbia      | 1.7      | Lincoln       | 0.6      | Shawano       | 1.0      |
| Crawford      | 0.5      | Manitowoc     | 1.0      | Sheboygan     | 7.0      |
| Dane          | 2.2      | Marathon      | 0.6      | Taylor        | 0.6      |
| Dodge         | 7.0      | Marinette     | 1.0      | Trempealeau   | 0.6      |
| Door          | 1.0      | Marquette     | 1.7      | Vernon        | 0.6      |
| Douglas       | 1.0      | Menominee     | 1.0      | Vilas         | 0.6      |
| Dunn          | 0.6      | Milwaukee     | 8.0      | Walworth      | 7.0      |
| Eau Claire    | 0.5      | Monroe        | 0.6      | Washburn      | 0.6      |
| Florence      | 1.0      | Oconto        | 1.0      | Washington    | 8.0      |
| Fond du Lac   | 1.0      | Oneida        | 0.6      | Waukesha      | 8.0      |
| Forest        | 1.0      | Outagamie     | 0.9      | Waupaca       | 1.0      |
| Grant         | 0.5      | Ozaukee       | 8.0      | Waushara      | 1.0      |
| Green         | 1.7      | Pepin         | 0.6      | Winnebago     | 0.9      |
| Green Lake    | 1.0      | Pierce        | 2.2      | Wood          | 0.6      |



**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**DECEMBER 2013**

**BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

**I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES**

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
PORTAGE 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<br/>BASIC RATE<br/>OF PAY</u> | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u> | <u>TOTAL</u> |
|---|---|---------------------------------------|--------------|
|   | \$                                      | \$                                    | \$           |
| Bricklayer, Blocklayer or Stonemason  | 31.34                                   | 12.37                                 | 43.71        |
| Carpenter   | 38.97                                   | 5.25                                  | 44.22        |
| Cement Finisher   | 31.52                                   | 16.70                                 | 48.22        |
| Electrician   | 28.96                                   | 16.90                                 | 45.86        |
| Future Increase(s): Add \$.70/hr on 6/2/2014; Add \$.75/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. |   |                                       |              |
| Fence Erector   | 22.15                                   | 2.17                                  | 24.32        |
| Ironworker  | 31.25                                   | 19.46                                 | 50.71        |
| 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                                   | 16.00                                 | 46.98        |
| Roofer or Waterproofing   | 23.00                                   | 3.32                                  | 26.32        |
| Teledata Technician or Installer  | 16.00                                   | 0.00                                  | 16.00        |
| Tuckpointer, Caulker or Cleaner   | 31.34                                   | 16.35                                 | 47.69        |
| Underwater Diver (Except on Great Lakes)  | 34.48                                   | 15.90                                 | 50.38        |
| Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY  | 34.43                                   | 15.24                                 | 49.67        |
| Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY   | 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                                   | 12.67                                 | 34.42        |



| <u>TRADE OR OCCUPATION</u>   | <u>HOURLY<br/>BASIC RATE<br/>OF PAY</u> | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u> | <u>TOTAL</u> |
|--|---|---------------------------------------|--------------|
|  | \$                                      | \$                                    | \$           |
| <b>TRUCK DRIVERS</b>   |   |                                       |              |
| Single Axle or Two Axle  | 34.22                                   | 19.90                                 | 54.12        |
| Three or More Axle   | 23.99                                   | 16.45                                 | 40.44        |
| Articulated, Euclid, Dumptor, Off Road Material Hauler   | 29.27                                   | 20.40                                 | 49.67        |
| Future Increase(s): Add \$1.75/hr on 6/1/14; Add \$1.25/hr on 6/1/15; Add \$1.30/hr on 6/1/16; Add \$1.25/hr on 6/1/17.  |   |                                       |              |
| Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .                        |   |                                       |              |
| Pavement Marking Vehicle   | 23.99                                   | 16.45                                 | 40.44        |
| Shadow or Pilot Vehicle  | 34.22                                   | 19.90                                 | 54.12        |
| Truck Mechanic   | 23.99                                   | 16.45                                 | 40.44        |
| <b>LABORERS</b>  |   |                                       |              |
| 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  | 25.36                                   | 14.63                                 | 39.99        |
| 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)   | 16.00                                   | 0.00                                  | 16.00        |
| Railroad Track Laborer   | 23.46                                   | 10.49                                 | 33.95        |

| <u>TRADE OR OCCUPATION</u>  | <u>HOURLY<br/>BASIC RATE<br/>OF PAY</u> | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u> | <u>TOTAL</u> |
|---|---|---------------------------------------|--------------|
|   | \$                                      | \$                                    | \$           |
| <b>HEAVY EQUIPMENT OPERATORS</b>  |   |                                       |              |
| Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).<br>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.<br>Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .  | 36.72                                   | 20.40                                 | 57.12        |
| Backhoe (Track Type) Having a Mfrg.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.<br>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.<br>Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .  | 36.22                                   | 20.40                                 | 56.62        |
| Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfrg.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches | 35.72                                   | 20.40                                 | 56.12        |

| <u>TRADE OR OCCUPATION</u>   | <u>HOURLY<br/>BASIC RATE<br/>OF PAY</u> | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u> | <u>TOTAL</u> |
|--|---|---------------------------------------|--------------|
|  | \$                                      | \$                                    | \$           |
| -----  |   |                                       |              |
| & A- Frames.   |   |                                       |              |
| Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017.   |   |                                       |              |
| Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .   |   |                                       |              |
| -----  |   |                                       |              |
| 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: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .   |   |                                       |              |
| -----  |   |                                       |              |
| 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: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .   |   |                                       |              |
| -----  |   |                                       |              |
| Fiber Optic Cable Equipment.   | 26.69                                   | 16.65                                 | 43.34        |
| -----  |   |                                       |              |

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 2, 2015

| LABORERS CLASSIFICATION:   | Basic Hourly<br>Rates | Fringe<br>Benefits |  | Basic Hourly<br>Rates | Fringe<br>Benefits |
|--|-----------------------|--------------------|--|-----------------------|--------------------|
| Group 1: General Laborer; Tree Trimmer; Conduit Layer;<br>Demolition and Wrecking Laborer; Guard Rail, Fence<br>and Bridge Builder; Landscaper, Multiplate Culvert<br>Assembler; Stone Handler; Bituminous Worker (Shoveler,<br>Loader, Utility Man); Batch Truck Dumper; or Cement Handler;<br>Bituminous Worker; (Dumper, Ironer, Smoother, Tamper);<br>Concrete Handler ..... | \$29.04 .....         | 14.53              |  |                       |                    |
| Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement);<br>Vibrator or Tamper Operator (Mechanical Hand Operated); .....   | 29.14 .....           | 14.53              |  |                       |                    |
| Group 3: Bituminous Worker (Raker and Luteman); Formsetter<br>(Curb, Sidewalk, and Pavement); Strike Off man .....   | 29.19 .....           | 14.53              |  |                       |                    |
| Group 4: Line and Grade Specialist .....   | 29.39 .....           | 14.53              |  |                       |                    |
| Group 5: Blaster and Powderman .....   | 29.24 .....           | 14.53              |  |                       |                    |
| Group 6: Flagperson; Traffic Control .....   | 25.67 .....           | 14.53              |  |                       |                    |
|  |                       |                    | <u>Truck Drivers:</u>  |                       |                    |
|  |                       |                    | 1 & 2 Axles .....  | 25.18 .....           | 18.31              |
|  |                       |                    | Three or More Axles; Euclids, Dumptor &<br>Articulated, Truck Mechanic ..... | 25.38 .....           | 18.31              |

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental.  
Unlisted classifications needed for work not included within the scope of the classifications listed  
may be added after award only as provided in the labor standards contract clauses (29 CFR,  
5.5(a)(1)(ii)). Includes Modification #0 dated January 2, 2015.

CLASSES OF LABORER AND MECHANICS

|                                      |             |            |
|--------------------------------------|-------------|------------|
| Bricklayer .....                     | 32.14 ..... | 16.56      |
| Carpenter .....                      | 30.48 ..... | 15.80      |
| Millwright .....                     | 32.11 ..... | 15.80      |
| Piledriverman .....                  | 30.98 ..... | 15.80      |
| Ironworker .....                     | 31.50 ..... | 20.03      |
| Cement Mason/Concrete Finisher ..... | 31.52 ..... | 16.30      |
| Electrician .....                    | See Page 3  |            |
| Line Construction                    |             |            |
| Lineman .....                        | 40.81 ..... | 32% + 5.00 |
| Heavy Equipment Operator .....       | 38.77 ..... | 32% + 5.00 |
| Equipment Operator .....             | 32.65 ..... | 32% + 5.00 |
| Heavy Groundman Driver .....         | 26.78 ..... | 14.11      |
| Light Groundman Driver .....         | 24.86 ..... | 13.45      |
| Groundsman .....                     | 22.45 ..... | 32% + 5.00 |
| Painters .....                       | 22.82 ..... | 11.52      |
| Well Drilling:                       |             |            |
| Well Driller .....                   | 16.52 ..... | 3.70       |

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 2, 2015

| <u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>  | <u>Basic Hourly Rates</u> | <u>Fringe Benefits</u> | <u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>   | <u>Basic Hourly Rates</u> | <u>Fringe Benefits</u> |
|---|---------------------------|------------------------|--|---------------------------|------------------------|
| Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer .....   | \$37.72                   | \$20.93                | (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator. ....  | \$36.72                   | \$20.93                |
| Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. ....  | \$37.22                   | \$20.93                | Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. .... | \$36.46                   | \$20.93                |
| Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor |                           |                        | Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper. ....  | \$36.17                   | \$20.93                |
|   |                           |                        | Group 6: Off - road material hauler with or without ejector.....   | \$30.27                   | \$20.93                |
|   |                           |                        | Premium Pay:<br>EPA Level "A" protection - \$3.00 per hour<br>EPA Level "B" protection - \$2.00 per hour<br>EPA Level "C" protection - \$1.00 per hours  |                           |                        |

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 2, 2015

LABORERS CLASSIFICATION:

Rates

Benefits

|  |  |                |           |  |
|--|--|----------------|-----------|--|
|  |  |                | Area 4 -  | BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.  |
| Electricians                               |  |                |           |  |
| Area 1 .....                               | \$29.00  | 26.5%+ 9.15    |           |  |
| Area 2:                                    |  |                |           |  |
| Electricians.....                          | 30.59  | 18.43          | Area 5 -  | ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES |
| Area 3:                                    |  |                |           |  |
| Electrical contracts under \$130,000 ..... | 26.24  | 16.85          |           |  |
| Electrical contracts over \$130,000 .....  | 29.41  | 16.97          |           |  |
| Area 4: .....                              | 28.50  | 28.75% + 9.27  |           |  |
| Area 5 .....                               | 28.96  | 24.85% + 9.70  |           |  |
| Area 6 .....                               | 35.25  | 19.30          | Area 6 -  | KENOSHA COUNTY   |
| Area 8                                     |  |                |           |  |
| Electricians.....                          | 31.10  | 24.95% + 10.41 | Area 8 -  | DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES  |
| Area 9:                                    |  |                |           |  |
| Electricians.....                          | 34.82  | 19.575         |           |  |
| Area 10 .....                              | 29.64  | 20.54          | Area 9 -  | COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES  |
| Area 11 .....                              | 32.54  | 24.07          |           |  |
| Area 12 .....                              | 32.87  | 19.23          | Area 10 - | CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES   |
| Area 13 .....                              | 33.93  | 22.67          |           |  |
| Teledata System Installer                  |  |                |           |  |
| Area 14                                    |  |                | Area 11 - | DOUGLAS COUNTY   |
| Installer/Technician .....                 | 22.50  | 12.72          |           |  |
| Sound & Communications                     |  |                | Area 12 - | RACINE (except Burlington township) COUNTY   |
| Area 15                                    |  |                |           |  |
| Installer .....                            | 16.47  | 14.84          | Area 13 - | MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES   |
| Technician .....                           | 25.63  | 17.21          | Area 14 - | Statewide.   |
| Area 1 -                                   | CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.   |                | Area 15 - | DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.  |
| Area 2 -                                   | ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES |                |           |  |
| Area 3 -                                   | FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)   |                |           |  |

**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.





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CONTRACT:  
20150310033PROJECT(S):  
6414-01-72  
6414-01-73FEDERAL ID(S):  
WISC 2015147  
N/A

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---------------------|----------------------------------|------------|-----|------------|-----|
|            |                     |                                  | DOLLARS    | CTS | DOLLARS    | CTS |

## SECTION 0001 Contract Items

|      |  |      |            |   |   |
|------|--|------|------------|---|---|
| 0010 | 201.0120 Clearing                        | ID   | 28.000     | . | . |
| 0020 | 201.0205 Grubbing                        | STA  | 5.000      | . | . |
| 0030 | 201.0220 Grubbing                        | ID   | 28.000     | . | . |
| 0040 | 202.0105 Roadside<br>Clearing            | STA  | 5.000      | . | . |
| 0050 | 203.0100 Removing Small<br>Pipe Culverts | EACH | 4.000      | . | . |
| 0060 | 204.0100 Removing<br>Pavement            | SY   | 18,250.000 | . | . |
| 0070 | 204.0150 Removing Curb &<br>Gutter       | LF   | 1,840.000  | . | . |
| 0080 | 204.0155 Removing<br>Concrete Sidewalk   | SY   | 16.000     | . | . |
| 0090 | 204.0215 Removing Catch<br>Basins        | EACH | 5.000      | . | . |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0100       | 204.0245 Removing Storm<br>Sewer (size) 01.<br>12-Inch    | 60.000<br>LF                     | .          |     | .          |     |
| 0110       | 204.0245 Removing Storm<br>Sewer (size) 02.<br>15-Inch    | 28.000<br>LF                     | .          |     | .          |     |
| 0120       | 204.0245 Removing Storm<br>Sewer (size) 03.<br>21-Inch    | 50.000<br>LF                     | .          |     | .          |     |
| 0130       | 205.0100 Excavation<br>Common                             | 14,220.000<br>CY                 | .          |     | .          |     |
| 0140       | 213.0100 Finishing<br>Roadway (project) 01.<br>6414-01-72 | 1.000<br>EACH                    | .          |     | .          |     |
| 0150       | 305.0110 Base Aggregate<br>Dense 3/4-Inch                 | 1,355.000<br>TON                 | .          |     | .          |     |
| 0160       | 305.0120 Base Aggregate<br>Dense 1 1/4-Inch               | 17,870.000<br>TON                | .          |     | .          |     |
| 0170       | 405.0100 Coloring<br>Concrete Red                         | 400.000<br>CY                    | .          |     | .          |     |
| 0180       | 416.0160 Concrete<br>Driveway 6-Inch                      | 145.000<br>SY                    | .          |     | .          |     |
| 0190       | 416.0512 Concrete<br>Roundabout Truck Apron<br>12-Inch    | 570.000<br>SY                    | .          |     | .          |     |
| 0200       | 455.0120 Asphaltic<br>Material PG64-28                    | 210.000<br>TON                   | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0210       | 455.0140 Asphaltic<br>Material PG64-28P                                       | 85.000<br>TON                    | .          |     | .          |     |
| 0220       | 455.0605 Tack Coat  | 815.000<br>GAL                   | .          |     | .          |     |
| 0230       | 460.1110 HMA Pavement<br>Type E-10  | 5,060.000<br>TON                 | .          |     | .          |     |
| 0240       | 460.2000 Incentive<br>Density HMA Pavement                                    | 3,240.000<br>DOL                 | 1.00000    |     | 3240.00    |     |
| 0250       | 465.0120 Asphaltic<br>Surface Driveways and<br>Field Entrances                | 15.000<br>TON                    | .          |     | .          |     |
| 0260       | 465.0315 Asphaltic<br>Flumes  | 64.000<br>SY                     | .          |     | .          |     |
| 0270       | 520.8000 Concrete<br>Collars for Pipe   | 3.000<br>EACH                    | .          |     | .          |     |
| 0280       | 522.0115 Culvert Pipe<br>Reinforced Concrete<br>Class III 15-Inch             | 123.000<br>LF                    | .          |     | .          |     |
| 0290       | 522.0324 Culvert Pipe<br>Reinforced Concrete<br>Class IV 24-Inch              | 64.000<br>LF                     | .          |     | .          |     |
| 0300       | 522.1012 Apron Endwalls<br>for Culvert Pipe<br>Reinforced Concrete<br>12-Inch | 1.000<br>EACH                    | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0310       | 522.1015 Apron Endwalls<br>for Culvert Pipe<br>Reinforced Concrete<br>15-Inch | 9.000<br>EACH                    | .          |     | .          |     |
| 0320       | 522.1024 Apron Endwalls<br>for Culvert Pipe<br>Reinforced Concrete<br>24-Inch | 4.000<br>EACH                    | .          |     | .          |     |
| 0330       | 522.1030 Apron Endwalls<br>for Culvert Pipe<br>Reinforced Concrete<br>30-Inch | 5.000<br>EACH                    | .          |     | .          |     |
| 0340       | 522.1060 Apron Endwalls<br>for Culvert Pipe<br>Reinforced Concrete<br>60-Inch | 1.000<br>EACH                    | .          |     | .          |     |
| 0350       | 601.0105 Concrete Curb<br>Type A  | 195.000<br>LF                    | .          |     | .          |     |
| 0360       | 601.0411 Concrete Curb &<br>Gutter 30-Inch Type D                             | 6,533.000<br>LF                  | .          |     | .          |     |
| 0370       | 601.0580 Concrete Curb &<br>Gutter 4-Inch Sloped<br>36-Inch Type R            | 310.000<br>LF                    | .          |     | .          |     |
| 0380       | 602.0405 Concrete<br>Sidewalk 4-Inch  | 33,900.000<br>SF                 | .          |     | .          |     |
| 0390       | 602.0415 Concrete<br>Sidewalk 6-Inch  | 1,280.000<br>SF                  | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0400       | 602.0505 Curb Ramp<br>Detectable Warning Field<br>Yellow              | 304.000<br>SF                    | .          |     | .          |     |
| 0410       | 606.0200 Riprap Medium  | 80.000<br>CY                     | .          |     | .          |     |
| 0420       | 606.0300 Riprap Heavy   | 190.000<br>CY                    | .          |     | .          |     |
| 0430       | 608.0312 Storm Sewer<br>Pipe Reinforced Concrete<br>Class III 12-Inch | 499.000<br>LF                    | .          |     | .          |     |
| 0440       | 608.0315 Storm Sewer<br>Pipe Reinforced Concrete<br>Class III 15-Inch | 316.000<br>LF                    | .          |     | .          |     |
| 0450       | 608.0330 Storm Sewer<br>Pipe Reinforced Concrete<br>Class III 30-Inch | 648.000<br>LF                    | .          |     | .          |     |
| 0460       | 608.0360 Storm Sewer<br>Pipe Reinforced Concrete<br>Class III 60-Inch | 14.000<br>LF                     | .          |     | .          |     |
| 0470       | 611.0530 Manhole Covers<br>Type J                                     | 3.000<br>EACH                    | .          |     | .          |     |
| 0480       | 611.0624 Inlet Covers<br>Type H                                       | 20.000<br>EACH                   | .          |     | .          |     |
| 0490       | 611.0639 Inlet Covers<br>Type H-S                                     | 24.000<br>EACH                   | .          |     | .          |     |
| 0500       | 611.0642 Inlet Covers<br>Type MS                                      | 1.000<br>EACH                    | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0510       | 611.0652 Inlet Covers<br>Type T          | 2.000<br>EACH                    | .          |     | .          |     |
| 0520       | 611.1230 Catch Basins<br>2x3-FT          | 38.000<br>EACH                   | .          |     | .          |     |
| 0530       | 611.2004 Manholes 4-FT<br>Diameter       | 1.000<br>EACH                    | .          |     | .          |     |
| 0540       | 611.2005 Manholes 5-FT<br>Diameter       | 8.000<br>EACH                    | .          |     | .          |     |
| 0550       | 611.2006 Manholes 6-FT<br>Diameter       | 1.000<br>EACH                    | .          |     | .          |     |
| 0560       | 611.2008 Manholes 8-FT<br>Diameter       | 1.000<br>EACH                    | .          |     | .          |     |
| 0570       | 611.3902 Inlets Median 2<br>Grate        | 1.000<br>EACH                    | .          |     | .          |     |
| 0580       | 611.8105 Adjusting Catch<br>Basin Covers | 2.000<br>EACH                    | .          |     | .          |     |
| 0590       | 611.8110 Adjusting<br>Manhole Covers     | 4.000<br>EACH                    | .          |     | .          |     |
| 0600       | 611.8120.S Cover Plates<br>Temporary     | 1.000<br>EACH                    | .          |     | .          |     |

## Wisconsin Department of Transportation

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DATE: 01/16/15

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0610       | 612.0902.S Insulation<br>Board Polystyrene (inch)<br>01. 2-Inch                 | 85.000<br>SY                     | .          |     | .          |     |
| 0620       | 618.0100 Maintenance And<br>Repair of Haul Roads<br>(project) 01.<br>6414-01-72 | 1.000<br>EACH                    | .          |     | .          |     |
| 0630       | 619.1000 Mobilization   | 1.000<br>EACH                    | .          |     | .          |     |
| 0640       | 620.0300 Concrete Median<br>Sloped Nose   | 475.000<br>SF                    | .          |     | .          |     |
| 0650       | 624.0100 Water  | 395.000<br>MGAL                  | .          |     | .          |     |
| 0660       | 625.0100 Topsoil  | 18,210.000<br>SY                 | .          |     | .          |     |
| 0670       | 627.0200 Mulching   | 13,610.000<br>SY                 | .          |     | .          |     |
| 0680       | 628.1104 Erosion Bales  | 100.000<br>EACH                  | .          |     | .          |     |
| 0690       | 628.1504 Silt Fence   | 2,400.000<br>LF                  | .          |     | .          |     |
| 0700       | 628.1520 Silt Fence<br>Maintenance  | 2,400.000<br>LF                  | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0710       | 628.1905 Mobilizations<br>Erosion Control              | 7.000<br>EACH                    | .          |     | .          |     |
| 0720       | 628.1910 Mobilizations<br>Emergency Erosion<br>Control | 5.000<br>EACH                    | .          |     | .          |     |
| 0730       | 628.2008 Erosion Mat<br>Urban Class I Type B           | 4,590.000<br>SY                  | .          |     | .          |     |
| 0740       | 628.7005 Inlet<br>Protection Type A                    | 1.000<br>EACH                    | .          |     | .          |     |
| 0750       | 628.7015 Inlet<br>Protection Type C                    | 57.000<br>EACH                   | .          |     | .          |     |
| 0760       | 628.7504 Temporary Ditch<br>Checks                     | 140.000<br>LF                    | .          |     | .          |     |
| 0770       | 628.7555 Culvert Pipe<br>Checks                        | 25.000<br>EACH                   | .          |     | .          |     |
| 0780       | 628.7560 Tracking Pads                                 | 2.000<br>EACH                    | .          |     | .          |     |
| 0790       | 628.7570 Rock Bags                                     | 50.000<br>EACH                   | .          |     | .          |     |
| 0800       | 629.0210 Fertilizer Type<br>B                          | 10.200<br>CWT                    | .          |     | .          |     |
| 0810       | 630.0120 Seeding Mixture<br>No. 20                     | 299.000<br>LB                    | .          |     | .          |     |



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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0820       | 630.0140 Seeding Mixture<br>No. 40                | 32.000<br>LB                     | .          |     | .          |     |
| 0830       | 630.0200 Seeding<br>Temporary                     | 50.000<br>LB                     | .          |     | .          |     |
| 0840       | 631.0300 Sod Water                                | 7.000<br>MGAL                    | .          |     | .          |     |
| 0850       | 631.1000 Sod Lawn                                 | 31.000<br>SY                     | .          |     | .          |     |
| 0860       | 633.5100 Markers Row                              | 17.000<br>EACH                   | .          |     | .          |     |
| 0870       | 633.5200 Markers Culvert<br>End                   | 12.000<br>EACH                   | .          |     | .          |     |
| 0880       | 634.0612 Posts Wood<br>4x6-Inch X 12-FT           | 6.000<br>EACH                    | .          |     | .          |     |
| 0890       | 634.0614 Posts Wood<br>4x6-Inch X 14-FT           | 41.000<br>EACH                   | .          |     | .          |     |
| 0900       | 634.0616 Posts Wood<br>4x6-Inch X 16-FT           | 8.000<br>EACH                    | .          |     | .          |     |
| 0910       | 634.0618 Posts Wood<br>4x6-Inch X 18-FT           | 2.000<br>EACH                    | .          |     | .          |     |
| 0920       | 634.0809 Posts Tubular<br>Steel 2x2-Inch X 9.5-FT | 10.000<br>EACH                   | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0930       | 634.0810 Posts Tubular<br>Steel 2x2-Inch X 10-FT  | 9.000<br>EACH                    | .          |     | .          |     |
| 0940       | 634.0811 Posts Tubular<br>Steel 2x2-Inch X 11-FT  | 3.000<br>EACH                    | .          |     | .          |     |
| 0950       | 637.2210 Signs Type II<br>Reflective H  | 480.060<br>SF                    | .          |     | .          |     |
| 0960       | 637.2230 Signs Type II<br>Reflective F  | 143.250<br>SF                    | .          |     | .          |     |
| 0970       | 638.2102 Moving Signs<br>Type II  | 7.000<br>EACH                    | .          |     | .          |     |
| 0980       | 638.2602 Removing Signs<br>Type II  | 39.000<br>EACH                   | .          |     | .          |     |
| 0990       | 638.3000 Removing Small<br>Sign Supports  | 40.000<br>EACH                   | .          |     | .          |     |
| 1000       | 642.5201 Field Office<br>Type C   | 1.000<br>EACH                    | .          |     | .          |     |
| 1010       | 643.0200 Traffic Control<br>Surveillance and<br>Maintenance (project) 01.<br>6414-01-02 | 124.000<br>DAY                   | .          |     | .          |     |
| 1020       | 643.0300 Traffic Control<br>Drums   | 3,945.000<br>DAY                 | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1030       | 643.0420 Traffic Control<br>Barricades Type III                | 4,796.000<br>DAY                 | .          |     | .          |     |
| 1040       | 643.0715 Traffic Control<br>Warning Lights Type C              | 4,142.000<br>DAY                 | .          |     | .          |     |
| 1050       | 643.0900 Traffic Control<br>Signs                              | 2,161.000<br>DAY                 | .          |     | .          |     |
| 1060       | 643.0910 Traffic Control<br>Covering Signs Type I              | 8.000<br>EACH                    | .          |     | .          |     |
| 1070       | 643.0920 Traffic Control<br>Covering Signs Type II             | 8.000<br>EACH                    | .          |     | .          |     |
| 1080       | 643.1050 Traffic Control<br>Signs PCMS                         | 44.000<br>DAY                    | .          |     | .          |     |
| 1090       | 643.2000 Traffic Control<br>Detour (project) 01.<br>6414-01-72 | 1.000<br>EACH                    | .          |     | .          |     |
| 1100       | 643.3000 Traffic Control<br>Detour Signs                       | 39,894.000<br>DAY                | .          |     | .          |     |
| 1110       | 645.0120 Geotextile<br>Fabric Type HR                          | 560.000<br>SY                    | .          |     | .          |     |
| 1120       | 646.0106 Pavement<br>Marking Epoxy 4-Inch                      | 5,660.000<br>LF                  | .          |     | .          |     |
| 1130       | 646.0126 Pavement<br>Marking Epoxy 8-Inch                      | 50.000<br>LF                     | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1140       | 646.0600 Removing<br>Pavement Markings                          | 352.000<br>LF                    | .          |     | .          |     |
| 1150       | 647.0166 Pavement<br>Marking Arrows Epoxy<br>Type 2             | 7.000<br>EACH                    | .          |     | .          |     |
| 1160       | 647.0356 Pavement<br>Marking Words Epoxy                        | 4.000<br>EACH                    | .          |     | .          |     |
| 1170       | 647.0456 Pavement<br>Marking Curb Epoxy                         | 120.000<br>LF                    | .          |     | .          |     |
| 1180       | 647.0566 Pavement<br>Marking Stop Line Epoxy<br>18-Inch         | 194.000<br>LF                    | .          |     | .          |     |
| 1190       | 647.0606 Pavement<br>Marking Island Nose<br>Epoxy               | 5.000<br>EACH                    | .          |     | .          |     |
| 1200       | 647.0726 Pavement<br>Marking Diagonal Epoxy<br>12-Inch          | 130.000<br>LF                    | .          |     | .          |     |
| 1210       | 647.0766 Pavement<br>Marking Crosswalk Epoxy<br>6-Inch          | 120.000<br>LF                    | .          |     | .          |     |
| 1220       | 649.0400 Temporary<br>Pavement Marking<br>Removable Tape 4-Inch | 730.000<br>LF                    | .          |     | .          |     |
| 1230       | 650.4000 Construction<br>Staking Storm Sewer                    | 61.000<br>EACH                   | .          |     | .          |     |
| 1240       | 650.4500 Construction<br>Staking Subgrade                       | 6,616.000<br>LF                  | .          |     | .          |     |

## SCHEDULE OF ITEMS

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CONTRACT:  
20150310033PROJECT(S):  
6414-01-72  
6414-01-73FEDERAL ID(S):  
WISC 2015147  
N/A

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION  | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1250       | 650.5000 Construction<br>Staking Base  | 6,616.000<br>LF                  | .          |     | .          |     |
| 1260       | 650.5500 Construction<br>Staking Curb Gutter and<br>Curb & Gutter                        | 6,533.000<br>LF                  | .          |     | .          |     |
| 1270       | 650.7000 Construction<br>Staking Concrete<br>Pavement                                    | 322.000<br>LF                    | .          |     | .          |     |
| 1280       | 650.8500 Construction<br>Staking Electrical<br>Installations (project)<br>01. 6414-01-72 | LUMP                             | LUMP       |     | .          |     |
| 1290       | 650.9910 Construction<br>Staking Supplemental<br>Control (project) 01.<br>6414-01-72     | LUMP                             | LUMP       |     | .          |     |
| 1300       | 650.9920 Construction<br>Staking Slope Stakes  | 6,616.000<br>LF                  | .          |     | .          |     |
| 1310       | 652.0225 Conduit Rigid<br>Nonmetallic Schedule 40<br>2-Inch                              | 12,720.000<br>LF                 | .          |     | .          |     |
| 1320       | 653.0135 Pull Boxes<br>Steel 24x36-Inch  | 6.000<br>EACH                    | .          |     | .          |     |
| 1330       | 654.0101 Concrete Bases<br>Type 1  | 6.000<br>EACH                    | .          |     | .          |     |
| 1340       | 654.0102 Concrete Bases<br>Type 2  | 4.000<br>EACH                    | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1350       | 654.0106 Concrete Bases<br>Type 6   | 19.000<br>EACH                   | .          |     | .          |     |
| 1360       | 654.0217 Concrete<br>Control Cabinet Bases<br>Type 9 Special                            | 2.000<br>EACH                    | .          |     | .          |     |
| 1370       | 654.0230 Concrete<br>Control Cabinet Bases<br>Type L30                                  | 1.000<br>EACH                    | .          |     | .          |     |
| 1380       | 655.0610 Electrical Wire<br>Lighting 12 AWG   | 3,230.000<br>LF                  | .          |     | .          |     |
| 1390       | 655.0620 Electrical Wire<br>Lighting 8 AWG  | 18,080.000<br>LF                 | .          |     | .          |     |
| 1400       | 656.0200 Electrical<br>Service Meter Breaker<br>Pedestal (location) 01.<br>Sta. 11+79   | LUMP                             | LUMP       |     | .          |     |
| 1410       | 656.0200 Electrical<br>Service Meter Breaker<br>Pedestal (location) 02.<br>Sta. 21+23   | LUMP                             | LUMP       |     | .          |     |
| 1420       | 656.0200 Electrical<br>Service Meter Breaker<br>Pedestal (location) 03.<br>Sta. 4006+40 | LUMP                             | LUMP       |     | .          |     |
| 1430       | 657.0255 Transformer<br>Bases Breakaway 11<br>1/2-Inch Bolt Circle                      | 19.000<br>EACH                   | .          |     | .          |     |
| 1440       | 657.0327 Poles Type<br>6-Aluminum   | 19.000<br>EACH                   | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1450       | 657.0715 Luminaire Arms<br>Truss Type 4 1/2-Inch<br>Clamp 15-FT | 19.000<br>EACH                   | .          |     | .          |     |
| 1460       | 659.1125 Luminaires<br>Utility LED C                            | 19.000<br>EACH                   | .          |     | .          |     |
| 1470       | 659.2130 Lighting<br>Control Cabinets 120/240<br>30-Inch        | 1.000<br>EACH                    | .          |     | .          |     |
| 1480       | 690.0150 Sawing Asphalt   | 1,037.000<br>LF                  | .          |     | .          |     |
| 1490       | 690.0250 Sawing Concrete  | 439.000<br>LF                    | .          |     | .          |     |
| 1500       | 715.0415 Incentive<br>Strength Concrete<br>Pavement             | 285.000<br>DOL                   | 1.00000    |     | 285.00     |     |
| 1510       | ASP.1T0A On-the-Job<br>Training Apprentice at<br>\$5.00/HR      | 1,200.000<br>HRS                 | 5.00000    |     | 6000.00    |     |
| 1520       | ASP.1T0G On-the-Job<br>Training Graduate at \$5.<br>00/HR       | 600.000<br>HRS                   | 5.00000    |     | 3000.00    |     |
| 1530       | SPV.0030 Special 01.<br>Fertilizer For Lawn Type<br>Turf        | 1.700<br>CWT                     | .          |     | .          |     |
| 1540       | SPV.0060 Special 01.<br>Temporary Signal Control<br>Cabinet     | 2.000<br>EACH                    | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1550       | SPV.0060 Special 02.<br>Pull Boxes Polymer<br>Concrete 18x18x24 Inch | 6.000<br>EACH                    | .          |     | .          |     |
| 1560       | SPV.0060 Special 03.<br>Salvage Hydrant And<br>Valve                 | 2.000<br>EACH                    | .          |     | .          |     |
| 1570       | SPV.0060 Special 04.<br>Adjust Water Main Valve<br>Box               | 9.000<br>EACH                    | .          |     | .          |     |
| 1580       | SPV.0060 Special 05.<br>Abandon Sanitary Manhole                     | 1.000<br>EACH                    | .          |     | .          |     |
| 1590       | SPV.0060 Special 06.<br>Watermain Tapping Sleeve<br>8 X 6-Inch       | 1.000<br>EACH                    | .          |     | .          |     |
| 1600       | SPV.0060 Special 07.<br>Cap Watermain To Remain<br>In Service        | 1.000<br>EACH                    | .          |     | .          |     |
| 1610       | SPV.0060 Special 08.<br>Cap Sanitary Sewer To<br>Remain In Service   | 3.000<br>EACH                    | .          |     | .          |     |
| 1620       | SPV.0060 Special 09.<br>Sanitary Manhole Casting                     | 1.000<br>EACH                    | .          |     | .          |     |
| 1630       | SPV.0060 Special 10.<br>Sanitary Cleanout                            | 2.000<br>EACH                    | .          |     | .          |     |
| 1640       | SPV.0060 Special 11.<br>Tracer Wire Access Box                       | 4.000<br>EACH                    | .          |     | .          |     |



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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1650       | SPV.0060 Special 12.<br>Pavement Marking Grooved<br>Preformed Thermoplastic<br>Words | 4.000<br>EACH                    | .          |     | .          |     |
| 1660       | SPV.0060 Special 14.<br>Pipe Grates 30-Inch  | 5.000<br>EACH                    | .          |     | .          |     |
| 1670       | SPV.0060 Special 15.<br>Pipes Grates 60-Inch   | 1.000<br>EACH                    | .          |     | .          |     |
| 1680       | SPV.0090 Special 01.<br>Watermain 6-Inch   | 50.000<br>LF                     | .          |     | .          |     |
| 1690       | SPV.0090 Special 02.<br>Abandon Sanitary Sewer                                       | 421.000<br>LF                    | .          |     | .          |     |
| 1700       | SPV.0090 Special 03.<br>Sanitary Sewer<br>Televising                                 | 841.000<br>LF                    | .          |     | .          |     |
| 1710       | SPV.0090 Special 04.<br>Sanitary Sewer 8-Inch  | 109.000<br>LF                    | .          |     | .          |     |
| 1720       | SPV.0090 Special 05.<br>Sanitary Sewer 27-Inch                                       | 732.000<br>LF                    | .          |     | .          |     |
| 1730       | SPV.0090 Special 06.<br>Class B Bedding  | 1,141.000<br>LF                  | .          |     | .          |     |
| 1740       | SPV.0090 Special 07.<br>Sanitary Lateral 6-Inch                                      | 300.000<br>LF                    | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1750       | SPV.0090 Special 08.<br>Water Service 2-Inch  | 300.000<br>LF                    | .          |     | .          |     |
| 1760       | SPV.0090 Special 09.<br>Pavement Marking Grooved<br>Preformed Thermoplastic<br>Crosswalk 6-Inch | 330.000<br>LF                    | .          |     | .          |     |
| 1770       | SPV.0090 Special 10.<br>Grooved Pavement Marking<br>Preformed Thermoplastic<br>8-Inch           | 235.000<br>LF                    | .          |     | .          |     |
| 1780       | SPV.0090 Special 11.<br>Pavement Marking Grooved<br>Preformed Thermoplastic<br>18-Inch          | 92.000<br>LF                     | .          |     | .          |     |
| 1790       | SPV.0105 Special 01.<br>Span Wire Traffic<br>Signals For<br>Intersections                       | LUMP                             | LUMP       |     | .          |     |
| 1800       | SPV.0105 Special 02.<br>Removing Utility Vault<br>12x6x7  | LUMP                             | LUMP       |     | .          |     |
| 1810       | SPV.0120 Special 01.<br>Water For Seeded Areas  | 407.000<br>MGAL                  | .          |     | .          |     |
| 1820       | SPV.0180 Special 01.<br>Preparing Topsoil For<br>Lawn Type Turf                                 | 1,605.000<br>SY                  | .          |     | .          |     |
| 1830       | SPV.0200 Special 01.<br>Sanitary Drop Manhole   | 18.520<br>VF                     | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1840       | SPV.0200 Special 02.<br>Reconstruct Sanitary<br>Manhole | 2.540<br>VF                      | .          |     | .          |     |
| 1850       | SPV.0200 Special 03.<br>Sanitary Riser                  | 73.500<br>VF                     | .          |     | .          |     |
|            | SECTION 0001 TOTAL                                      |                                  |            |     | .          |     |
|            | TOTAL BID   |                                  |            |     | .          |     |



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**