

HIGHWAY WORK PROPOSAL

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

Proposal Number:

38

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Door	4610-06-71	WISC 2015 295	Village of Sister Bay Country Walk Drive - Scandia Road	STH 42

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: May 12, 2015 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time June 15, 2016	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 12%	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, storm sewer, sidewalk, driveway, and curb and gutter removal; common and rock excavation; pre-splitting rock; permanent signing; storm sewer; sanitary sewer; water main; curb and gutter; sidewalk; driveways; lighting; concrete pavement; HMA pavement; pavement marking; erosion control; landscaping; traffic control.	Date Guaranty Returned
Notice of Award Dated	

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 4610-06-71, Village of Sister Bay, Country Walk Drive to Scandia Road, STH 42, Door 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 (20141107)

2. Scope of Work.

The work under this contract shall consist of pavement, storm sewer, sidewalk, driveway, and curb and gutter removal; common and rock excavation; pre-splitting rock; permanent signing; storm sewer; sanitary sewer; water main; curb and gutter; sidewalk; driveways; lighting; concrete pavement; HMA pavement; pavement marking; erosion control; landscaping; traffic control; 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. Mandatory Pre-Bid Meeting.

Supplement standard spec 102.3.1 with the following:

Prospective bidders are required to attend a mandatory pre-bid meeting Tuesday, April 21, 2015 at 10:00 AM at Northeast Region Office, 944 Vanderperren Way, Green Bay, WI.

No meeting minutes will be prepared. Issues discovered at the meeting will be handled by addendum.

102-010 (20041504)

4. 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.

The contract time for completion is based on an expedited schedule and may require extraordinary forces and equipment.

Have a superintendent or designated representative from the prime contractor on the job site during all controlling work operations, including periods limited to only subcontractor work operations, to serve as a primary contact person and to coordinate all work operations.

Hold prosecution and progress meetings once per week. The prime contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractors work expected to begin within the next two weeks shall provide a written schedule of the next week(s)' operations. The written schedule shall include begin and end dates of specific prime and subcontractor work operations. Invite Village of Sister Bay representatives to attend the prosecution and progress meetings. Agenda items at the meeting will include review of the contractor's schedule and subcontractors' schedule, and evaluation of progress and pay items. Plans, schedule, and specifications for upcoming work will be reviewed.

Take care in protecting all building faces from damage, dirt, and concrete. When doing the work near the buildings, put a shield (plywood, sheeting, etc.) up against the building to protect it. The cost of this work is included in the bid item that is being worked on at the time. The contractor is responsible for returning the building face to its original condition if any damage occurs, or any dirt or concrete is adhered to the building face.

Winter weather work, excavation of frozen ground, high ground water, dewatering during winter months, and mitigation efforts for high water table elevations shall not be considered adverse weather delays to construction. Cost for dewatering is considered incidental to construction.

Anticipate cold weather and early spring concrete paving and ancillary concrete work (curb, median barrier, etc). Plan to heat aggregates and water for mixes, and that the heating of the aggregate and water is considered incidental to those concrete items. There will be no adverse weather delay for cold weather construction.

Staging

The project consists of 5 stages, described as follows:

Stage 1 – This stage consists of construction on STH 57 from 50+20 to 57+31 between STH 42 and Canterbury Lane, and Gateway Drive from 32+50 to STH 57. Complete work during this stage as follows:

- Begin work on or after July 6, 2015.
- Complete work and reopen roadway to through traffic prior to 12:01 AM on September 4, 2015.
- Complete the reconstruction of STH 57 within the above limits including all excavation, storm sewer, sanitary sewer, watermain, base aggregate, curb and gutter, concrete sidewalk, asphalt pavement, landscaping, pavement markings, and permanent signing necessary to reopen the roadway to through traffic.
- Complete the reconstruction of Gateway Drive within the above limits including all excavation, storm sewer, sanitary sewer, watermain, base aggregate, curb and gutter, concrete sidewalk, asphalt pavement, landscaping, pavement markings, and permanent signing necessary to reopen this section of roadway to through traffic.
- Complete temporary asphalt paving to match the new STH 57 work to existing STH 42 intersection and existing Gateway Drive to new Gateway Drive section.
- Remove or cover all detour signing.
-

Stage 2A – This stage consists of construction on STH 42 from Station 603+00 to 612+40 between Country Walk Drive and STH 57, and Gateway Drive from STH 42 to Station 32+50. Complete work during this stage as follows:

- Begin work on or after September 8, 2015.
- Complete work and reopen roadway to through traffic prior to 12:01 AM on October 9, 2015.
- Complete all rock blasting and rock excavation as shown on the plans.
- Begin storm sewer construction.
- Construct the new entrance to the residence at Station 611+50 LT. Reopen on minimum of base aggregate driving surface.
- Complete base aggregate and temporary asphalt surface to reopen STH 42 to through traffic prior to the end of this stage.
- Remove or cover all detour signing.

Stage 2B – This stage consists of construction on STH 42 from Station 617+50 to 630+77 between Maple Drive and Sunset Drive for storm sewer construction. Complete work during this stage as follows:

- Begin work on or after September 8, 2015.
- This stage will end October 9, 2015.
- Complete work during this stage between Mondays at 7:00 AM and Friday at Noon, except as otherwise specified for holiday or other work restrictions. Remove all equipment and reopen STH 42 to traffic prior to Friday at Noon. Roadway may be closed to one single block and one adjacent intersection within these time periods. Roadway sections may be closed after 8:00 PM on Sundays.
- Sawcut and remove necessary mainline pavement for construction of storm sewer trunk line within the designated limits.
- Sawcut and remove necessary pavement, curb and gutter, and sidewalk for storm sewer lateral lines within the designated limits.
- Roadway may be reopened to traffic on a minimum of base aggregate driving surface. The engineer may order the use of temporary asphalt as necessary for anticipated weather conditions or maintenance needs. If the engineer orders temporary asphalt, complete this work as necessary to reopen the roadway as designated.
- Prior to reopening the roadway on October 9, 2015 pave all areas of base aggregate within these limits with temporary asphalt.
- Remove or cover all detour signing when roadway is open to traffic and prior to 12:01 AM on October 9, 2015.

Stage 3A – This stage consists of construction on STH 42 from 604+25 to 639+85 between Country Walk Drive and Scandia Road. Complete work during this stage as follows:

- Begin work on or after October 19, 2015.
- This stage will end at the winter shutdown.
- Access to the Marina driveway within Parcel 29 must be maintained during portions of Stage 3A. From the project start date to October 31, 2015 and May 1, 2016 to the project end date, access from the Marina driveway to Sunset Drive must be open to through traffic in both directions. From October 31, 2015 to May 1, 2016, access to the Marina driveway shall be provided from STH 42.
- Complete all work during this stage necessary to complete work on one half of the roadway including all excavation, storm sewer, base aggregate, concrete pavement, curb and gutter, landscaping, lighting, and concrete sidewalk.
- Complete temporary pavement widening between Maple Drive and STH 57 (both intersections inclusive), as shown on the plans and otherwise specified within these special provisions, to maintain two way through traffic during the winter shutdown months.
- All sections of roadways within the project limits that are to be open to traffic during the winter shut down, including intersections shall be on a paved driving surface.

- Switch traffic to the newly constructed and temporary widened sections of STH 42.
- Begin work designated in Stage 3B as weather and site conditions allow.
- Adjust traffic control as necessary for winter months, as shown on the plans and as directed by the engineer.

Winter Shutdown Period

- Prior to the shutdown, grade areas along the roadway to a minimum 4:1 sloped shoulder. There shall be no drop-offs along the live traffic lanes.
- Remove all construction equipment from along STH 42.
- Complete erosion control inspections and erosion control orders.

Stage 3B - This stage consists of construction on STH 42 from 604+25 to 638+50 between Country Walk Drive and Scandia Road. Complete work during this stage as follows:

- Begin work at the end of the winter shut down period.
- Access to the Marina driveway within Parcel 29 must be maintained during portions of Stage 3B. From the project start date to October 31, 2015 and May 1, 2016 to the project end date, access from the Marina driveway to Sunset Drive must be open to through traffic in both directions. From October 31, 2015 to May 1, 2016, access to the Marina driveway shall be provided from STH 42.
- Complete all work and reopen the roadway to through traffic in all directions prior to 12:01 AM May 27, 2016. All parking lanes shall also be completed and available for parking.
- Complete all work during this stage necessary to complete all remaining roadway and intersection construction within the designated limits including all excavation, storm sewer, base aggregate, concrete pavement, curb and gutter, landscaping, lighting, pavement marking, permanent signing, and concrete sidewalk.

Stage 3C – This stage consists of construction on STH 42 from 600+00 to 604+25 for remaining work at the south end of the project including the Country Walk Drive intersection, and STH 42 from 638+50 to 640+86 for remaining work at the north end of the project including the Scandia Road intersection. Complete work during this stage as follows:

- This stage will consist of 14 consecutive calendar days.
- Work may be completed during a single period beginning on or after November 1, 2015 and must be completed prior to 12:01 AM May 27, 2016 at noon.
- Coordinate and schedule this work to be adjacent to the work in Stage 3D in order to utilize the same detour route.

- Coordinate and schedule this work with Stage 3A, 3B, and 3D in order to reopen the roadway to through traffic as designed in the plans and as otherwise directed in these special provisions.
- Complete all work during this stage necessary to complete all remaining roadway and intersection construction within the designated limits as shown on the plans including all excavation, storm sewer, base aggregate, concrete pavement, curb and gutter, landscaping, lighting, pavement marking, permanent signing, and concrete sidewalk.

Stage 3D – This stage consists of construction on STH 42 from 600+00 to 604+25 for remaining work at the south end of the project including the Country Walk Drive intersection, and STH 42 from 638+50 to 640+86 for remaining work at the north end of the project including the Scandia Road intersection. Complete work during this stage as follows:

- This stage will consist of 14 consecutive calendar days.
- Work may be completed during a single period beginning on or after November 1, 2015 and must be completed prior to 12:01 AM May 27, 2016 at noon.
- Coordinate and schedule this work to be adjacent to the work in Stage 3C in order to utilize the same detour route.
- Coordinate and schedule this work with Stage 3A, 3B, and 3C in order to reopen the roadway to through traffic as designed in the plans and as otherwise directed in these special provisions.
- Complete all work during this stage necessary to complete all remaining roadway and intersection construction within the designated limits shown on the plans including all excavation, storm sewer, base aggregate, concrete pavement, curb and gutter, landscaping, lighting, pavement marking, permanent signing, and concrete sidewalk.

Stage 4 – This stage consists of work outside of the roadway limits specified above. Complete work during this stage as follows:

- Begin work on or after May 31, 2016.
- Complete work prior to the contract completion date.
- Complete all remaining work required as part of this contract and not otherwise described above.
- Complete construction of the parking lot along Mill Road, as shown on the plans and specified otherwise within these special provisions.

Liquidated Damages

Complete all work as specified in Stage 1 and reopen STH 57 to through traffic prior to 12:01 AM on September 4, 2015.

If the contractor fails to complete all work as specified in Stage 1 and reopen STH 57 to through traffic prior to 12:01 AM on September 4, 2015 the department will assess the contractor \$5,000 in liquidated damage for each calendar day that the work remains incomplete after 12:01 AM on September 4, 2015. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete all work as specified in Stage 2A and 2B and reopen STH 42 and all intersections to through traffic prior to 12:01 AM on October 9, 2015.

If the contractor fails to complete all work as specified in Stage 2A and 2B and reopen STH 42 and all intersections to through traffic prior to 12:01 AM on October 9, 2015 the department will assess the contractor \$7,500 in liquidated damage for each calendar day that the work remains incomplete after 12:01 AM on October 9, 2015. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete all work as specified in Stage 3B, 3C, and 3D and reopen STH 42 and all intersections to through traffic prior to 12:01 AM on May 27, 2016.

If the contractor fails to complete all work as specified in Stage 3B, 3C, and 3D and reopen STH 42 and all intersections to through traffic prior to 12:01 AM on May 27, 2016 the department will assess the contractor \$10,000 in liquidated damage for each calendar day that the work remains incomplete after 12:01 AM on May 27, 2016. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If the contractor fails to open STH 42 to through traffic during Stage 2B and remove all traffic control devices associated with the roadway closure during times that roadway closures are not allowed including periods shown in the Traffic article, the department will assess an initial deduction of \$200 in hourly damages and an additional \$200 per hour interval or portion thereof in hourly damages from money due under this contract. The department will administer hourly damages for the road not being open to traffic under the Failing to Open Road Traffic administrative item.

The department will not grant time extensions to the interim or final completion dates specified above for the following:

1. Severe weather as specified in standard spec 108.10.2.2.
2. Labor disputes that are not industry wide.
3. Delays in material deliveries.

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

5. Traffic.

Staging

The project consists of 5 stages, described as follows:

Stage 1 – This stage consists of construction on STH 57 from 50+20 to 57+31 between STH 42 and Canterbury Lane, and Gateway Drive from 32+50 to STH 57. Complete work during this stage as follows:

- STH 57 will be detoured and closed to through traffic in both directions during Stage 1.
- STH 57 will be detoured from STH 57 to Country Walk Drive to STH 42.

Stage 2A – This stage consists of construction on STH 42 from Station 603+00 to 612+40 between Country Walk Drive and STH 57, and Gateway Drive from STH 42 to Station 32+50. Complete work during this stage as follows:

- STH 42 will be detoured and closed to through traffic in both directions during Stage 2A.
- STH 42 will be detoured from STH 42 to Country Walk Drive to STH 57 to STH 42.

Stage 2B – This stage consists of construction on STH 42 from Station 617+50 to 630+77 between Maple Drive and Sunset Drive for storm sewer construction. Complete work during this stage as follows:

- STH 42 will be detoured and closed to through traffic on a block by block basis with the closures defined as follows: Maple Drive to Mill Road; Mill Road to Sunset Drive; and Sunset Drive to Scandia Road.
- STH 42 will be detoured from STH 42 to County Road ZZ to Woodcrest Road to Scandia Road to STH 42.

Stage 3A – This stage consists of construction on STH 42 from 604+25 to 639+85 between Country Walk Drive and Scandia Road. Complete work during this stage as follows:

- During Stage 3A, a minimum of two out of three street intersections (Bluffside Lane-STH 57, Maple Drive and Mill Road) must be open to through traffic in both directions.
- STH 42 will be open to northbound traffic and southbound traffic will be detoured from STH 42 to Old Stage Road to STH 57 to Country Walk Drive to STH 42.

Winter Shutdown Period

- Reopen STH 42 to 1 lane in each direction between Maple Drive and STH 57.

Stage 3B - This stage consists of construction on STH 42 from 604+25 to 638+50 between Country Walk Drive and Scandia Road. Complete work during this stage as follows:

- During Stage 3B, a minimum of two out of three street intersections (Bluffside Lane-STH 57, Maple Drive and Mill Road) must be open to through traffic in both directions.
- STH 42 will be open to northbound traffic and southbound traffic will be detoured from STH 42 to Old Stage Road to STH 57 to Country Walk Drive to STH 42.

Stage 3C – This stage consists of construction on STH 42 from 600+00 to 604+25 for remaining work at the south end of the project including the Country Walk Drive intersection, and STH 42 from 638+50 to 640+86 for remaining work at the north end of the project including the Scandia Road intersection. Complete work during this stage as follows:

- STH 42 will be open to northbound traffic and southbound traffic will be detoured from STH 42 to Old Stage Road to STH 57 to Country Lane to STH 42.

Stage 3D – This stage consists of construction on STH 42 from 600+00 to 604+25 for remaining work at the south end of the project including the Country Walk Drive intersection, and STH 42 from 638+50 to 640+86 for remaining work at the north end of the project including the Scandia Road intersection. Complete work during this stage as follows:

- STH 42 will be open to northbound traffic and southbound traffic will be detoured from STH 42 to Old Stage Road to STH 57 to Country Lane to STH 42.

Stage 4 – This stage consists of work outside of the roadway limits specified above. Complete work during this stage as follows:

- Maintain all sections of roadway open to traffic.

Sidewalk Closure Restrictions

- Contractor shall maintain a hard surface on at least one side of the roadway parallel to STH 42. The contractor shall maintain at least one crosswalk at the intersections of Country Walk Drive, STH 57, Maple Drive, Mill Road, Sunset Drive, and Scandia Roads. Both crossings on the side street need to be maintained except as necessary for construction operations and shall be restored prior to the end of each workday.

Base aggregate dense or asphalt pavement millings are not considered a hard surface and will not fulfill this requirement.

The contractor shall maintain access to all businesses throughout the work site, including pedestrian access. The contractor shall be in contact with property owners when sidewalk closures will take place and coordinate any temporary access needed if alternate access does not exist.

All temporary crossings and temporary access points are incidental to the contract.

Access to Parcel 37 (Al Johnson's Restaurant)

Prior to the installation of the catch basin at Station 629+25, 22.5 feet right of reference line and the removal of the sidewalk from Station 628+00 to 629+50, right of reference line, the contractor shall install a temporary asphaltic surface with a minimum width of 4 feet for pedestrian access from the driveways south and north of Al Johnson's Restaurant to the main entrance sidewalk at Station 628+80, right of reference line, within the temporary limited easement limits. The contractor shall install a safety fence between the temporary asphaltic surface and the area where construction activity will be occurring.

After the sidewalk in front of Al Johnson's Restaurant and adjacent to the curb and gutter on WIS 42 is installed and cured and the pavers for the main sidewalk entrance are re-laid, remove the temporary asphaltic surface and the safety fence. Restore the area where the temporary asphaltic surface was located with topsoil and sod.

Access to Parcel 22 (Domicile)

The driveway on STH 57 at Station 56+01, left of reference line shall be open to traffic from Friday, July 17, 2015 at 8:00 PM through Sunday, July 19, 2015 at 8:00 PM.

Portable Changeable Message Sign – Message Prior Approval

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

Wisconsin Lane Closure System Advanced Notification

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

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

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

6. **Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 42, STH 57 or local roadway 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, 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;
- From noon Thursday, October 8, 2015 to 6:00 AM Tuesday, October 20, 2015 for Egg Harbor's Pumpkin Patch weekend and Sister Bay's Fall Festival weekend;
- From noon Wednesday, November 25, 2015 to 6:00 AM Monday, November 30, 2015 for Thanksgiving Day weekend;
- From noon Wednesday, December 23, 2015 to 6:00 AM Monday, December 28, 2015 for Christmas Day weekend;
- From noon Wednesday, December 30, 2015 to 6:00 AM Monday, January 4, 2016 for New Year's Day weekend;
- From noon Friday, May 27, 2016 to 6:00 AM Tuesday, May 31, 2016 for Memorial Day;
- From Noon Friday, July 1, 2016 to 6:00 AM Tuesday, July 5, 2016 for Independence Day.

107-005 (20050502)

7. **Utilities.**

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

107-065 (20080501)

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

Charter Communications (communications) has overhead facilities within the project limits.

Charter will bury joint with WPS from Station 614+30 RT to 641+25 RT, including all crossings to the left and right of STH 42. Additional communication line will be placed to cross STH 42 independent of WPS lines from 622+15 RT to LT, from 631+00 RT to LT and from approximately 641+25 RT to LT. This work will be completed prior to construction.

Charter Communications contact is Nick Frase, (920) 304-6797, nick.frase@charter.com.

Frontier Communications of WI LLC (communications) has overhead facilities within the project limits.

Frontier will bury joint with WPS Electric from Station 614+30 RT to 641+25 RT, including all crossings to the left and right of STH 42 with the exception of the crossing at Mill Rd and the crossing at Station 640+70. Frontier will place buried line separate from WPS crossing STH 42 to the west at Station 622+20. Frontier will also be boring buried line north of the project limits from Station 641+00 30 RT to approximately 210' north of project limits 30' RT to a depth of 36" below the finished ground elevation, then boring across the road at 48" depth below the finished road elevation. This work will be completed prior to construction.

Frontier Communications contact is Ryan Osness, (920) 246-3530, ryan.d.osness@ftr.com.

Net Lec LLC (communications) has underground facilities within the project limits.

Net-Lec will bury joint with WPS Electric from Station 614+50 north to CTH ZZ then to the east along the north terrace of CTH ZZ. This work will be completed prior to construction.

Net Lec contact is Dennis LaFave, (920) 619-9774, dlafave@mi-tech.us.

Village of Sister Bay (water) has underground facilities within the project limits. The Village installed new watermain including laterals prior to construction. This new watermain replaces existing watermain that was at the back property lines and along alleys nearby STH 42. Limited watermain will be installed as a part of the DOT contract along Gateway Drive to from Station 31+00 to Station 33+30.

New water main is located on STH 42 at approximately 10' LT from Station 615+25 to 616+50, at approx. 5' LT from Station 616+50 to 622+75, at approx. 10' RT from Station 622+75 to 640+00, and at approx. 20' RT from Station 640+00 to 640+50. Laterals and road crossings are located at Station 615+25 RT, 616+00 RT, 617+00 LT, 618+00 RT, 619+25 RT, 619+50 RT, 621+00 RT, 623+50 RT, 624+50 RT, 626+50 RT, 627+00 RT, 627+50 RT, 628+00 LT, 629+25 RT, 629+50 RT, 630+25 RT, 630+75 LT, 631+50 RT, 633+75 RT, 635+50 RT, 636+25 LT, 636+25 RT. No conflicts are anticipated.

Village of Sister Bay contact is Steve Jacobson, (920) 854-2246, steve.jacobson@sisterbaywi.gov.

Village of Sister Bay (sewer) has underground facilities within the project limits. The Village installed new sanitary sewer including laterals prior to construction. This new sanitary sewer replaces existing sanitary sewer that was at the back property lines and along alleys nearby STH 42. Limited sanitary sewer will be installed as a part of the DOT contract along Gateway Drive from Station 31+00 to 34+30 and STH 57 from Station 50+40 to 52+50.

New sanitary sewer is located on STH 57 at Station 50+40 continuing to STH 42 Station 613+00. Sewer exists on STH 42 at approximately 15' LT from Station 613+00 to 621+75, crosses to approx. 20' RT from Station 621+75 to 622+50 and continues at 20' RT to 636+25. Laterals and crossings are located at STH 42 at 617+00 RT, 618+50 RT, 619+25 RT, 621+00 RT, 622+50 RT, 623+50 RT, 624+50 RT, 626+50 RT, 628+00 LT, 628+00 RT, 629+50 RT, 630+25 RT, 631+25 RT, 633+75 RT, 635+50 RT, 636+25 LT, 636+25 RT. No conflicts are anticipated.

Village of Sister Bay contact is Steve Jacobson, (920) 854-2246, steve.jacobson@sisterbaywi.gov.

Wisconsin Public Service (electric) has overhead facilities in conflict within the project limits.

WPS will remove poles and overhead wire along the east side of STH 42 from Station 614+50 to 640+50. In addition, poles will be removed at Station 608+15 RT, 613+10 LT, 614+55 LT and 614+55 RT on STH 42 and at Station 50+60 RT on STH 57. A pole at Station 54+95 LT of STH 57 will be relocated to 2' from right-of-way. New poles will be installed on STH 42 at Station 614+20 RT, 614+25 RT, 640+70 RT and 640+75 RT.

Underground electric will be placed beneath the sidewalk in the following locations: from Station 614+30 RT to 641+25 RT, Station 618+85 LT to 620+20 LT, Station 623+80 LT to 625+15 LT, Station 628+25 LT to 629+70 LT, and Station 640+15 LT to 640+60 LT. Underground electric will cross STH 42 at Station 617+25 RT to continue along the north side of Maple Dr, Station 619+60, at 622+30 RT to continue along the south side of Mill Rd, Station 624+40, 629+70 and 640+65.

Underground electric will continue east off of STH 42 at the following locations: north side of CTH ZZ, south side of Mill Rd, south side of Sunset Drive, and north side of Scandia Rd.

This work will be completed prior to construction.

Wisconsin Public Service contact is Jeff Pelischek, (920) 657-1816, jspelischek@wisconsinpublicservice.com.

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

Both the department and Village of Sister Bay 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 Sister Bay.

105-001 (20140630)

9. Referenced Construction Specifications.

Construct the sanitary sewer and water main work conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin-Latest Edition and Amendments. 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.

10. Environmental Protection, Dewatering.

Supplement standard spec 107.18 as follows:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website:

http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.
(NER12-1010)

11. Erosion Control.

Perform the work in accordance to the requirements of standard spec 107.20 and supplemented as follows:

A winter ECIP meeting will be required for this project. At this meeting the contractor will discuss the plan to do finishing, landscaping, interim erosion control measures, and other items to address the construction site and disturbed ground areas prior to winter shut down. The contractor shall submit for approval an amendment to the contractor's Erosion Control Implementation Plan (ECIP) within one week following this meeting. Update the ECIP as necessary prior to winter shut down to address site conditions at the time of winter shut down.

Work under this contract includes installation of a pipe liner at Station 630+67. This pipe outfall is into the marina through the existing sheet pile retaining wall. The contractor's ECIP shall address work operations to avoid disposition of materials into the adjacent waterways.

12. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

The following are the restrictions for operating motorized construction equipment for each stage:

Stage 1: Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

Stage 2A: Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

Stage 2B: Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

Stage 3A: There is no restriction.

Stage 3B: There is no restriction.

Stage 3C: There is no restriction.

Stage 3D: There is no restriction.

Stage 4: Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

13. Coordination with Businesses.

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting 14 days prior to the start of work under this contract and every 2 weeks thereafter. The contractor shall notify all parties in writing a minimum of 10 days prior to the first meeting being held.

The department conducted a business survey in 2014. The following is a summary of the survey, for reference purposes. The contractor shall conduct additional coordination with the businesses to confirm the dates that the businesses are open.

Business Name	Business Address	Operating Characteristics
Baylake Bank	2438 S. Bay Shore Drive	Open Year Round
Bhirdo's Gas Station	10748 N. Bay Shore Drive	Open Year Round
Birchwood Lodge	10571 STH 57	Open Year Round
Casperson Funeral Home	10708 N. Bay Shore Drive	Open Year Round
Sister Bay Craft Shop (Cedar Shops)	10678 N. Bay Shore Drive	Seasonal – Open April 1 st – October 30 th
Church Hill Inn	2393 Gateway Drive	Open Year Round
Country Walk BP	2431 S. Bay Shore Drive	Open Year Round
Domicile	10592 STH 57	Seasonal – Open May 21 st – October 26 th
Door County Confectionery	10667 N. Bay Shore Drive	Seasonal – Open May 1 st – October 31 st
Door County Ice Cream Factory	11051 N. Bay Shore Drive	Seasonal – Open May 1 st – October 31 st
Door County Ice Cream Factory (Scoop Shop)	10647 N. Bay Shore Drive	Seasonal – Open May 25 th – October 15 th
Drink Coffee	10649 N. Bay Shore Drive	Seasonal – Open April 1 st – November 1 st
Grasse's Grill	10663 N. Bay Shore Drive	Seasonal - Open April - November
Husby's JS LLC	10641 N. Bay Shore Drive	Open Year Round
Jungwirth Ace Hardware	10636 N. Bay Shore Drive	Open Year Round
Kellstrom-Ray Agency Inc.	2294 Sunset Drive	Open Year Round
Marina Guest House	10712 N, Bay Shore Drive	Seasonal – Open May 1 st – November 1 st
Marina View	2295 Hill Road	Seasonal - Open May 1 st – October 31 st
On Deck Clothing	10635 N. Bay Shore Drive	Open Year Round
Pioneer Gallery	632 S. Bay Shore Drive	Open Year Round
Points North	10659 N. Bay Shore Drive	Seasonal – Open April – October 31 st and weekends during November and

Business Name	Business Address	Operating Characteristics
		December
Stella Maris Parish Church	2410 S. Bay Shore Drive	Open Year Round
The Yacht Club of Sister Bay	10687 Regatta Way	Open Year Round
Village View Inn	10628 N. Bay Shore Drive	Seasonal – Open May – November 1st
Wiltse Rentals	10668 N. Bay Shore Drive	Open Year Round

14. Notice to Contractor - Culvert Pipe Liner at Station 630+67, Left of Reference Line.

The installation of the culvert pipe liner shall occur from November 1, 2015 to April 30, 2016.

An erosion control implementation plan (ECIP) shall be submitted prior to the installation of the culvert pipe liner. The plan shall address how sediment and slurry will be prevented from entering the bay at the outlet end of the pipe.

15. Notice to Contractor - Snow Removal.

The Door County Highway Department or Village of Sister Bay may place snow into the work site area. The contractor shall be responsible for removing snow placed within the work site area. The snow shall not be placed on the sidewalks that are open to pedestrians or the travel lane open to traffic. The removal of the snow shall be incidental to the contract.

16. Notice to Contractor – Removal of Snow from Contractor Work Areas.

Plowing of roadway areas open to traffic will be completed by the local maintaining authority. Plowing operations may necessitate snow being plowed into the construction areas occupied by the contractor. Removal of snow from construction work site areas will be the contractor responsibility and will be considered incidental to the contract.

17. Notice to Contractor – Heavy Equipment Storage during Winter Shutdown.

During the winter shutdown period, the contractor shall remove all heavy equipment off of STH 42 and shall store the equipment in an approved staging area or removed from the project site.

18. Notice to Contractor – Temporary Limited Easement (TLE) Areas.

TLE areas have been provided for the construction of this project. TLE areas are intended only for the construction of this project, in accordance with the plans and specifications.

Other uses, such as the storage of materials and staging areas, are subject to the approval of the engineer. Do not remove any trees within the TLE area and outside of the slope intercept without the approval of the engineer.

19. Notice to Contractor - Staging Area.

Work under this contract includes the construction of a parking lot along Mill Road to the west of STH 42, as shown in the plans. The contractor may use this site as a staging area until such time that the final construction of the parking lot is started under this contract. The contractor will be responsible for damage to local roadways and will be administered under the Maintenance and Repair of Haul Roads bid item. Obtain written permission from the Village of Sister Bay to use local roadways for the use of this site and notify the engineer as specified in standard spec 109.

20. Notice to Contractor – Soil Conditions.

Soil borings completed during the design of the project are shown in the plans. Soil conservation service maps for Door County show a high percentage of udorthents, or cobble material, within the project limits. The presence of udorthents are expected for storm sewer, lighting base drilling, sign base drilling and other operations requiring excavation. Extraordinary efforts may be required during construction and shall be considered incidental to the contract bid items.

The placement of the item Fence Safety may be in areas where bedrock is shallow. Contractor may not be able to drive the fence posts into the ground as required by the item's special provision. Other methods may be required for the contractor to secure the safety fence. The alternative methods shall be approved by the engineer and shall be considered incidental to the Fence Safety item.

21. Notice to Contractor – Coordination with Village of Sister Bay.

The village will be installing conduit on the property of the Sister Bay U.S. Post Office following grading operations. Notify the village at least 14 days prior to doing finishing work on this site including construction of sidewalks and driveways.

The contractor shall coordinate with the Village of Sister Bay 14 days prior to installing the final landscaping in front of the Post Office from Station 625+00 to Station 626+00, left of reference line. The contractor shall coordinate with the Village of Sister Bay 14 days prior to installing the final landscaping between the sidewalk and driveway in the Marina driveway area from Station 637+10 to Station 638+50, left of reference line.

Notify the village at least 14 days prior to painting the parking stalls and installing the no parking signs from Station 633+00 to Station 639+00, left of reference line. The village and engineer will provide the final locations of parking and no parking areas.

22. Access Restriction within Temporary Limited Easement Area.

The contractor shall not drive or place vehicles or equipment on the wooden boardwalk within the temporary limited easement area from Station 628+43, 187 feet left of reference line to Station 631+65, 135 feet left of reference line.

23. Removing Concrete Sidewalk.

Supplement standard spec 204 with the following:

Removal of the concrete sidewalk where buildings abut the right-of-way shall include performing a full depth sawcut approximately one foot from buildings, or as close as possible. Remove the remaining pieces of sidewalk adjacent to the buildings using methods approved by the engineer. Payment of the full depth sawcut will be paid for under the bid item Sawing Concrete. During the saw cutting and sidewalk removal, take extreme care to not damage the buildings. The contractor will be responsible for any damage to the buildings. Salvage rebar that extend into sidewalk from the buildings and incorporate into the new sidewalk.

24. Site Clearance Parcel 37, Item 204.0240.

From Station 626+75 to Station 628+00, right of reference line, the site clearance items include removing the concrete slab, mortared rock slab, and removing the foundation wall to 1 foot below the subgrade elevation within the right-of-way.

25. Abandoning Sewer, Item 204.0291.S.

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

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

204-050 (20080902)

26. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.

A Description

A.1 General

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

Veolia ES Hickory Meadows Landfill
W3105 Schneider Road
Hilbert, Wisconsin 54129

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

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

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

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

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

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-

contaminated soil and/or groundwater is present at the following location(s) as shown on the plans:

Soil contamination:

- Hendrickson's Gas Station (601 N Bay Shore Dr), Site #8 - Station 623+00 to Station 623+20, from 20 feet left of reference line to construction limits.
- Al Johnson's Swedish Restaurant (701 N Bay Shore Dr), Site #9 - Station 626+80 to Station 627+50, right of reference line.
- Bhirdos By the Bay Shell Station (816 N Bay Shore Dr) Site #10 – Station 639+40 to Station 640+00, right of reference line.

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

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

Name: Dan Haak
TRC Environmental Corporation
Address: 708 Heartland Trail, Ste 3000
Madison, WI 53717
Phone: (608) 826-3628
Fax: (608) 826-3941
E-mail: DHaak@trcsolutions.com

A.3 Coordination

Coordinate work under this contract with the environmental consultant retained by the department:

Consultant: TRC Environmental Corporation
Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717
Fax: (608) 826-3941

Contact: Dan Haak
Phone: (608) 826-3628 office, (608) 886-7423 mobile
E-mail: DHaak@trcsolutions.com

The role of the environmental consultant will be limited to:

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

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

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

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

A.4 Protection of Groundwater Monitoring Wells

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

A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's

concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Kathie VanPrice with the department, at (920) 492-7175.

A.6 Health and Safety Requirements for Workers Remediating Contamination

Supplement standard spec 107.1 with the following:

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

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

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

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

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

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

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

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

- Low-level contaminated material (PID readings less than 10 ppm and no observation of staining or petroleum odor) for reuse as fill within the construction limits, or
- Contaminated soil (significant petroleum odor, staining, and/or PID readings greater than 10 ppm) for off-site treatment and disposal at the WDNR-licensed bioremediation facility, or
- Potentially contaminated material for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 250 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material in accordance to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

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

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

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

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water.

Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

D Measurement

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

E Payment

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; dewatering of soils prior to transport, if necessary; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.
205-003 (20080902)

27. General Requirements for Blasting Rock.

Supplement standard spec 205.3.7 and standard spec 607.3.2 as follows:

Perform all blasting in compliance with the Wisconsin Department of Safety and Professional Services SPS 307.43.

Blasting Plan Submittal

Not less than two weeks prior to commencing blasting operations, or at any time when changes to the drilling and blasting methods are proposed, submit a Blasting Plan to the engineer for review. The blasting plan shall contain full details of the drilling and blasting patterns and controls proposed for both the controlled and production blasting. The blasting plan shall contain the following minimum information:

1. Station limits of proposed shot.
2. Plan and section views of proposed drill pattern including free face, burden, blasthole spacing, blasthole diameters, blasthole angles, lift height, and subdrill depth.
3. Loading diagram showing type and amount of explosives, primers, initiators, and location and depth of stemming.

4. Initiation sequence of blastholes including delay times and delay system.
5. Manufacturer's data sheets for all explosives, primers, and initiators to be employed.

The blasting plan submittal is for quality control and record keeping purposes. Review of the blasting plan by the engineer does not relieve the contractor of responsibility for the accuracy and adequacy of the plan when implemented in the field.

Safety

Immediately notify the engineer of any incidents of fly rock, damage to any personal property or existing roadway that is open to traffic, and any violations of the SPS 307.43 statute. Failure to do so shall be considered a safety violation under standard spec 107 and all work on the project may be stopped under standard spec 105.1 (1).

Notify the engineer of the station, location and 'size' of all blasts at least one hour prior to the blast.

Observe the entire blast area for a minimum of 5 minutes following a blast to guard against rock or debris fall before commencing work in the area.

The engineer has the authority to prohibit or halt the contractor's blasting operations if it is apparent that through the methods being employed, the required slopes are not being obtained in a stable condition, the safety and convenience of the traveling public is being jeopardized, or vibration levels above the allowable levels occur.

Condition Surveys

Conduct and document pre-blast and post-blast surveys of any nearby buildings or structures as required by the scaled-distance equation specified in Wisconsin Department of Safety and Professional Services SPS 307.43. Make right of entry arrangements with the property owners for these condition surveys. Prior to any blasting, make the pre-blast survey records available to the engineer for review. After completion of blasting operations, perform a post-blast survey and make these records available to the engineer for review. The contractor shall be responsible for any damage resulting from blasting.

These condition surveys shall consist of visually inspecting and recording all existing defects in the structures before and after blasting operations. Photographs and/or videotape may be used to assist in documentation. Submit a written report to the department detailing the visual and photographic investigation of potentially affected structures. This report will include copies of the pre-blast and post-blast surveys and discuss any discrepancies and findings of these surveys.

If at any time during the progress of the work, the methods of drilling and blasting do not produce the desired result of a uniform slope and shear face, within the tolerances specified, drill, blast, and excavate in short sections, not exceeding 100 feet in length, until a technique is arrived at that will produce the desired results. Extra cost resulting from this requirement shall be borne by the contractor.

Vibration Control and Monitoring

All vibration control and monitoring shall comply with SPS 307.43, Instrumentation and SPS 307.44, Control of Adverse Effects.

Whenever there is a potential for vibration damage to adjacent buildings, structures, or utilities, monitor each blast with an approved seismograph located, as approved, between the blast area and the closest structure subject to blast damage, and as close as practical to the subject structure. Peak particle velocity shall not be allowed to exceed the safe limits of the nearest structure subject to vibration damage.

Vibration monitoring shall be performed by a vibration specialist approved by the engineer. The vibration specialist shall monitor vibration levels in accordance to Wisconsin Department of Safety and Professional Services SPS 307.43 and interpret the seismograph records to ensure that the seismograph data shall be effectively utilized in the control of the blasting operations with respect to the existing structures and utilities.

In accordance to SPS 307.43 (4) - 2 of the Wisconsin Administrative Code, consult with the owner of any structure or utility not listed in SPS 307.43 (4) – 1 to establish maximum allowable limits on ground vibrations. In no case shall these vibration limits exceed the following criteria:

Structure Type	Maximum Peak Particle Velocity (inches/second)
Reinforced Concrete, Structures, Unoccupied	4.0
Steel Structures, Unoccupied	4.0
Buried Utilities	2.0
Wells and Aquifers	2.0
Green Concrete (Less than 7 days)	1.0

Furnish data recorded for each shot to the engineer prior to the next blast; the data shall include the following:

1. Identification of vibration monitoring instrument used.
2. Name of qualified observer and interpreter.
3. Distance and direction of recording Station from blast area.
4. Type of ground at recording Station and material on which the instrument is sitting.
5. Peak particle velocity and principal frequency in each component.
6. A dated and signed copy of records of seismograph readings.
7. A comparison of measured seismograph readings to maximum allowable readings identified in Wisconsin Department of Safety and Professional Services SPS 307.43, or as specified in this Special Provision.

If the recorded vibration data exceeds the allowable levels established in Chapter SPS 307.43 of the Wisconsin Administrative Code or as specified in this special provision, immediately halt blasting operations. Submit a revised blasting plan to the engineer and do not resume blasting operations until the engineer approves the revised plan.

All costs associated with the work described herein shall be considered included in the bid item Excavation Rock, Storm Sewer Rock Excavation, or Sanitary Sewer and Water Main Rock Excavation.

28. Backfill Granular, Item 209.0100.

Replace standard spec 209.2.1(1) with the following:

- (1) Furnish natural sand or a mixture of sand with gravel, crushed gravel or crushed stone.

Replace standard spec 209.2.1(2) with the following:

- (2) For backfill for trench excavation, use a maximum size of any gravel or stone so that 100 percent passes a 6-inch sieve, not less than 85 percent by weight passes a 3-inch sieve, and not less than 25 percent by weight passes a No. 4 sieve. For bedding under a culvert pipe, use granular backfill that consists substantially of sand with all particles retained on a one-inch sieve removed.

Add the following to standard spec 209.3(3):

- (3) If granular backfill is specified for insulation board polystyrene (size), excavate the trench, level the top of the trench surface, and place the insulation board in accordance to the plan or as determined by the engineer. Backfilling and compacting the trench in 12-inch maximum lifts. Use excavated material for backfill provided that it meets the requirements for granular backfill as specified under standard spec 209. If excavated material does not meet the requirements of standard spec 209, provide granular backfill material. Granular material placed within 12-inches of the insulation must pass a 1-inch sieve.

Add the following to standard spec 209.4:

209.4.4 Measurement for Insulation Board Polystyrene (size)

Granular material will be measured by the cubic yard calculated by the area of the insulation required multiplied by the depth from top of insulation to proposed subgrade.

29. QMP Base Aggregate.

A Description

A.1 General

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

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

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

A.2 Contractor Testing for Small Quantities

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

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

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

^[2] For 3-inch material, obtain samples at load-out.

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

B Materials

B.1 Quality Control Plan

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

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

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

B.5 Contractor Testing

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

B.6 Test Methods

B.6.1 Gradation

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

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

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

B.8 Department Testing

B.8.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The

department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within 2 business days after the department obtains the sample.

B.8.2 Verification Testing

B.8.2.1 General

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

B.8.3 Independent Assurance

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Reviewing required worksheets and control charts.
 6. Requesting that testing personnel perform additional sampling and testing.

- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

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

C (Vacant)

D (Vacant)

E Payment

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

301-010 (20100709)

30. Coloring Concrete Red, Item 405.0100.

Supplement standard spec 405.2.4.1, Colored Concrete Mix Approval General, with the following:

Test slab color will be evaluated for approval no earlier than five days after the test panel was poured and sealed.
(NER11-1031)

31. Protection of Concrete.

Supplement standard spec 415.3.14 as follows:

The contractor shall provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials shall be construed to be included in the contract unit price for each concrete item.
(NER11-0127)

32. QMP Ride; Incentive IRI Ride, Item 440.4410.S.

A Description

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

B (Vacant)

C Construction

C.1 Quality Control Plan

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

C.2 Personnel

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

C.3 Equipment

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

C.4 Testing

C.4.1 Run and Reduction Parameters

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

C.4.2 Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each

wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.

- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
 1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.

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

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

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

C.4.3 Verification Testing

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A HTCP certified profiler operator will perform the QV testing. The

department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.

- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.
- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

C.4.4 Documenting Profile Runs

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

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

The ProVAL software is available for download at:

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

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

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

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

C.5 Corrective Actions

C.5.1 General

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

C.5.2 Corrective Actions for Localized Roughness

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

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

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

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

C.5.3 Corrective Actions for Excessive IRI

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

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

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

C.6 Dispute Resolution

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

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

D Measurement

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

E Payment

E.1 Payment for Profiling

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

E.2 Pay Adjustment

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

ITEM NUMBER	DESCRIPTION	UNIT
440.4410.S	Incentive IRI Ride	DOL

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

- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.04” as follows:

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

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

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

^[1] The department will not assess a ride disincentive for HMA pavement placed in cold weather because of a department-caused delay as specified in 450.5(4) of the contract additional special provisions (ASP 6).

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

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

33. Culvert Pipe Liners, 30-Inch, Item 520.9700.S; Cleaning Culvert Pipes for Liner Verification, Item 520.9750.S.

A Description

This special provision describes providing and pressure grouting culvert pipe liners for circular culverts.

B Materials

B.1 General

Provide flow calculations at the preconstruction conference. Use contractor-proposed liner properties, the Manning's coefficients listed on the department's approved products list, and base calculations on existing culvert sizes and liner sizes the plans show. Ensure that pipes when lined have a capacity within $\pm 5\%$ of the original full flow capacity of the pipe.

B.2 Flexible Pipe Liner

Use liners with a Manning's coefficient value published on the department's approved products list. Upon delivery provide manufacturer certificates of compliance certifying that the liners conform to the following:

Pipe Type	ASTM Designation	ASTM D3350 Resin
High Density Polyethylene (HDPE)		
Profile Wall Pipe	F894	345463C
Solid Wall Pipe	F714	345463C
Polyvinylchloride (PVC)	F949	---

B.3 Grout

Provide grout consisting of:

- One part of type I or II portland cement
- Three parts sand conforming to standard spec 501.2.5.
- Water to achieve required fluidity.

Alternatively the contractor may use an engineer-approved commercial cellular concrete grout conforming to the following:

Cement	ASTM C150	Type I or II
Density	ASTM C495 (no oven drying)	50 pcf min
Compressive Strength	ASTM C495	300 psi @ 28 day min 100 psi in 24 hours
Shrinkage	ASTM	1% by volume
Flow	ASTM C939	35 sec max

C Construction

C.1 General

As soon as possible after contract execution, survey existing culvert pipes to determine which culverts need cleaning in order to verify the required liner diameter and length. Notify the engineer before cleaning to confirm payment under the Cleaning Culvert Pipes for Liner Verification bid item.

Coordinate with the engineer to field verify culvert diameter and length, shape, material, and condition before ordering the liners.

Obtain easements if necessary for installing long sections of pipe.

Contractor shall avoid disposition of materials into the adjacent waterways of the outfall.

C.2 Excavating and Cleaning

Before inserting the liner, clean and dry the pipe. Excavate and pump as required to remove debris and other materials that would interfere with the placement or support of the inserted liner. Dispose of and replace unserviceable endwalls as the engineer directs.

C.3 Placing Liners

Unload liners using slings and boom-type trucks or equivalents. Do not use chains or wire rope to handle liners and do not dump liners from the trucks when unloading.

Connect joints conforming to the manufacturer's recommendations.

C.4 Pressure Grouting

After the liner is in place, fill the area between the original pipe and the liner completely with grout to provide uniform space between the liner and the original pipe. Block, grout in lifts, or otherwise secure liners to prevent floatation associated while grouting.

Use a grout plant that is capable of accurately measuring, proportioning, mixing, and discharging by volume and at discharge pressures the liner manufacturer recommends. Do not exceed manufacturer-specified maximum pressures. The contractor may place grout in lifts to prevent exceeding maximum allowable pressures.

C.4 Site Restoration

Replace pipe sections damaged or collapsed during installation or grouting operations. Restore the grade to its original or improved cross section. Dispose of waste material.

D Measurement

The department will measure the Culvert Pipe Liners bid items by the linear foot measured in place for each culvert location, acceptably completed.

The department will measure Cleaning Culvert Pipes for Liner Verification as each culvert, acceptably cleaned. The department will only measure culverts the engineer approves for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
520.9700.S	Culvert Pipe Liners, 30-Inch	LF
520.9750.S	Cleaning Culvert Pipes for Liner Verification	Each

Payment for the Culvert Pipe Liners bid items is full compensation for providing pipe liners; obtaining easements; for excavation and pumping; for cleaning the existing pipe before liner installation; for pressure grouting; for replacing contractor-damaged pipe and

endwalls; and for restoring the grade and disposing of waste materials. Any formwork, falsework, or staging needs to perform the pipe liner work is incidental to the item.

The department will pay the contractor \$150 per cubic yard for grout required in excess of 110 percent of the theoretical quantity required to fill the space between the inside diameter of the existing pipe and the outside diameter of the liner.

Payment for Cleaning Culvert Pipes for Liner Verification is full compensation for cleaning required to verify liner length and diameter; for excavation and pumping; and for disposing of waste material.

The department will pay separately for replacing unserviceable endwalls not rendered unserviceable by contractor operations under the appropriate contract endwall bid item, or absent the appropriate item as extra work.

34. Storm Sewers.

Revise standard spec 607.3.2(4) as follows:

If placing the pipe foundation on backfilled granular material, excavate the trench to at least 6 inches below the elevation established for the bottom of the pipe. Backfill this depth with base aggregate dense 1 1/4 -inch. Compact the material before laying the pipe on the bedding.

Revise standard spec 607.3.2(5) as follows:

After laying the pipe on the compacted base aggregate foundation, place additional base aggregate dense 1 1/4-inch conforming to the above requirements under and around the pipe in layers not greater than 6 inches. Compact this material by ramming, tamping, or vibrating to provide full and continuous support to the pipe for at least the lower 1/6th of the outside vertical diameter of the pipe.

Remove standard spec 607.3.2(6).

Revise standard spec 607.3.2(9) as follows:

If the sewer trench is soft, muddy, or wet and will not dry out, excavate it to at least 6 inches below the elevation established for the bottom of the pipe. Backfill this depth with base aggregate dense 1 1/4-inch and compact thoroughly. Place the material under and around the pipe for at least the lower 1/6th of the outside vertical diameter of the pipe. Compact this material in layers not exceeding 6 inches as specified above.

Revise standard spec 607.3.5(1) as follows:

Backfill all trenches and excavations immediately after completing sewer construction. Use base aggregate dense 1 1/4-inch for backfill material conforming to Section 305.

Revise standard spec 607.5.1(1) as follows:

Payment for the Storm Sewer Pipe bid items is full compensation for providing all materials, including all special Y's, mitered sections, elbows and connections required; for joint ties; for excavating, except rock excavation; for providing and removing sheeting and shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing fixtures; for providing base aggregate dense 1 1/4-inch backfill material, including bedding material; for backfilling; for cleaning out; and absent the pertinent contract bid items, for restoring the work site.

35. Storm Sewer Rock Excavation, Item 607.5000.

Replace standard spec 605.5.2 with the following:

(1) Payment for Storm Sewer Rock Excavation is full compensation for rock excavation and disposal not paid for by item Rock Trenching Special.

36. Reinforced Concrete Pipe Storm Sewers.

Revise standard spec 608.5(2) as follows:

Payment for the Storm Sewer Pipe Reinforced Concrete bid items is full compensation for providing all materials; for all excavating except rock excavation; for forming foundation; for providing and removing sheeting and shoring; for laying pipe; for sealing joints and making connections to new or existing fixtures; for backfilling; providing base aggregate dense 1 1/4 -inch backfill material, including bedding material; for cleaning out; and absent the pertinent contract bid items, for restoring the work site.

37. Adjusting Manhole Covers, Item 611.8110.

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)

38. 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.
611-006 (20030820)

39. Drain Slotted Vane, Item 611.9900.S.

A Description

This special provision describes furnishing and installing slotted vane drain as shown on the plans, according to standard spec 611, and as hereinafter provided.

B (Vacant)

C Construction

Prior to encasing the pipe in concrete, cover the upper end of the slotted drain as shown on the plans, or as approved by the engineer.

Prior to construction operations adjacent to the slotted area of the slotted vane drain pipe, cover the slots on the top of the drain. Remove any material entering the pipe at the contractor's expense.

Exercise care to avoid damage to the slotted vane drainpipe. If any section of pipe is damaged or is unsatisfactory as determined by the engineer, replace the drainpipe at contractor's expense.

D Measurement

The department will measure Drain Slotted Vane in units of work, completed according to the contract 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
611.9900.S	Drain Slotted Vane	Each

Payment is full compensation for furnishing all materials; hauling and placing the pipe; making connections to existing inlets; furnishing concrete masonry, end plug or cap; and cleaning out and restoring site of work.

611-015 (20030820)

40. Pipe Underdrain 6-Inch, Item 612.0106.

Remove standard specs 612.2.1(2), 612.2.2, 612.2.3, 612.2.4, 612.2.5, 612.2.7, and 612.2.9.

Replace standard spec 612.2.6 with the following:

The PVC pipe shall be Schedule 80 and shall conform to the requirements of ASTM Specification D1784 and D1785. Use pipe perforated according to AASHTO M278, if perforated pipe is required. Fittings shall conform to ASTM D4396.

Replace standard spec 612.2.8 with the following:

Geotextile fabric shall be geotextile fabric, type DF schedule A meeting the requirements of standard spec 645.2.4.

Add the following to standard spec 612.3:

612.3.10 Geotextile Fabric

Place geotextile fabric, type DF schedule A meeting the requirements of standard spec 645.3.4.

Replace standard spec 612.4(1) with the following:

The department will measure the Pipe Underdrain bid items by the linear foot, acceptably completed.

Replace standard spec 612.5(2) with the following:

Payment for the Pipe Underdrain 6-Inch bid item is full compensation for providing the underdrain, for excavation, for laying in pipe, for backfilling with base aggregate open graded, for junctions and fittings, for geotextile fabric, for making connection to storm sewer structures and for sealing connections with storm sewer structures.

41. Pipe Underdrain Wrapped 4-Inch, Item 612.0404.

Replace standard spec 612.5(2) with the following:

Payment for the Pipe Underdrain Wrapped 4-Inch bid item is full compensation for providing the underdrain, for laying in pipe, and for connecting the pipe to the storm sewer catch basin.

42. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.01; Insulation Board Polystyrene, 4-Inch, Item 612.0902.S.02.

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, using the actual width and length of insulation installed, but not exceeding the width as specified on the plans and verified by the engineer in the field.

Quantities for this bid item are estimated based upon available records and may vary based on results of exposing existing water service bid item and the actual water service elevation as exists in storm sewer trenches.

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
612.0902.S.02	Insulation Board Polystyrene, 4-Inch	SY

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

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

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

B Materials

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

Furnish fence fabric meeting the following requirements.

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

C Construction

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

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

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

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, 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
616.0700.S	Fence Safety	LF

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

44. Traffic Control.

Amend standard spec 643.2.9.1 (6) to use prismatic fluorescent orange sheeting for work zone traffic control signs. Use type H reflective sheeting from the departments approved products list on other sign types.

45. Locating No-Passing Zones, Item 648.0100.

The following table lists the roadway name, posted speed limit and no-passing zone sight distance to be used on the project.

Roadway Name	Termini	Posted Speed	No-Passing Zone Sight Distance
Country Walk Drive	STH 42 – STH 57	35 MPH	0.13 mile (686 feet)
Scandia Road	STH 42 – Woodcrest Road	25 MPH	0.10 mile (528 feet)
Woodcrest Road	Scandia Road – CTH ZZ	25 MPH	0.10 mile (528 feet)
CTH ZZ	Woodcrest Road – STH 42	25 MPH	0.10 mile (528 feet)
Old Stage Road	STH 42 – STH57	45 MPH	0.16 mile (845 feet)
STH 57	Old Stage Road – Orchard Drive	45 MPH	0.16 mile (845 feet)
STH 57	Orchard Drive – STH 42	35 MPH	0.13 mile (686 feet)
STH 42	STA 600+00 – STA 640+86	30 MPH	0.10 mile (528 feet)
Country Lane	STH 57 – STH 42	45 MPH	0.16 mile (845 feet)

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

A Description

This special provision describes conducting a crack and damage survey of the residences and business located from Station 600+00 – 640+85.

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

B (Vacant)

C Construction

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

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

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

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

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

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

D Measurement

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

E Payment

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

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

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

999-010 (20130615)

47. Sanitary Sewer and Water Main Rock Excavation, Item SPV.0035.01.**A Description**

This special provision describes rock excavation from sanitary sewer and water main trenches.

B (Vacant)**C Construction**

Classify rock excavation for sanitary sewer and water main as specified for rock excavation in standard spec 205.2.3 except include rock boulders with a volume of ½ cubic yard or more.

D Measurement

The department will measure Sanitary Sewer and Water Main Rock Excavation by the cubic yard acceptably completed. The department will measure this work in its original position and compute the volume, excluding boulders, by the method of average end areas.

The department will measure boulders of ½ cubic yard or more as specified for boulders and surface stone greater than one cubic yard in standard spec 205.4.1.

The department will measure this work vertically from the top of the rock to the bottom of the rock, or to an elevation 6 inches below bottom of the pipe, whichever is higher. The department will measure this work horizontally as the outside diameter of the pipe plus 2 feet, regardless of actual width required under the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Sanitary Sewer and Water Main Rock Excavation	CY

Payment is full compensation for furnishing all rock excavation and disposal.

48. Rock Trenching Special, Item SPV.0035.02.

A Description

This special provision describes the removal of rock for storm sewer trenches.

B (Vacant)

C Construction

C.1 General

Rock trenching shall be used at the locations designated on the plans, at locations where existing utilities are in close proximity to a rock removal location and blasting near the utilities may damage the utilities, or in locations as directed by the engineer.

The contractor shall take necessary precautions to protect existing utilities from damage due to rock trenching activity. The contractor shall locate existing utilities and structures (above or below ground), before any excavation starts and coordinate work with utility companies. Unless shown to be removed, protect active utility lines shown on the drawings or otherwise made known to the contractor prior to trenching. If damaged, repair or replacement of the existing utility line shall be incidental to the contract.

The contractor shall only open as much trench as he can completely install pipe, backfill, compact and cleanup with that working day. Do not open a greater length of trench than can be effectively utilized and maintained under existing conditions and with the forces at hand.

Once trench is opened, proceed immediately to place specified materials in trench, or to otherwise utilize trench for intended purpose. Schedule work and order materials so that trenches are not left open for a longer period than is reasonably necessary.

Requirements conforming to standard spec 607.3.1.1 shall apply to this item.

C.2 Rock Excavation for Storm Sewer

Classify rock excavation for storm sewer as specified for rock excavation in standard spec 205.2.3, except include boulders with a volume of ½ cubic yard or more.

C.3 Vibration Control and Monitoring

All vibration control and monitoring shall comply with SPS 307.43, Instrumentation and SPS 307.44, Control of Adverse Effects.

Whenever rock trenching activities utilizing ripping vibratory hammer/hoe ram or other non-blasting rock excavation methods are within 15 feet of adjacent buildings, structures, or utilities, monitor each event with an approved seismograph located, as approved, between the blast area and the closest structure subject to vibration damage, and as close as practical to the subject structure. Peak particle velocity shall not be allowed to exceed the safe limits of the nearest structure subject to vibration damage.

Vibration monitoring shall be performed by a vibration specialist approved by the engineer. The vibration specialist shall monitor vibration levels in accordance to Wisconsin Department of Safety and Professional Services SPS 307.43 and interpret the seismograph records to ensure that the seismograph data shall be effectively utilized in the control of the vibration-inducing construction operations with respect to the existing structures and utilities.

In accordance to SPS 307.43 (4) - 2 of the Wisconsin Administrative Code, consult with the owner of any structure or utility not listed in SPS 307.43 (4) – 1 to establish maximum allowable limits on ground vibrations. In no case shall these vibration limits exceed the following criteria:

Structure Type	Maximum Peak Particle Velocity, (inches/second)
Reinforced Concrete Structures, Unoccupied	4.0
Steel Structures, Unoccupied	4.0
Buried Utilities, wood structures	2.0
Wells and Aquifers	2.0
Green Concrete (Less than 7 days)	1.0

Furnish data recorded for each construction-inducing vibration activity to the engineer prior to the operation the data shall include the following:

1. Identification of vibration monitoring instrument used.
2. Name of qualified observer and interpreter.
3. Distance and direction of recording Station from vibration activity.
4. Type of ground at recording Station and material on which the instrument is sitting.
5. Peak particle velocity and principal frequency in each component.
6. A dated and signed copy of records of seismograph readings.
7. A comparison of measured seismograph readings to maximum allowable readings identified in Wisconsin Department of Safety and Professional Services SPS 307.43, or as specified in this Special Provision.

If the recorded vibration data exceeds the allowable levels established in Chapter SPS 307.43 of the Wisconsin Administrative Code or as specified in this special provision, immediately halt operations. Submit a revised plan to the engineer that documents procedures to reduce vibration levels and do not resume construction-inducing vibration operations until the engineer approves the revised plan.

D Measurement

The department will measure Rock Trenching Special by the cubic yard, acceptably completed. The department will measure this work in its original position and compute the volume, excluding boulders, by the method of average end areas.

Measurement requirements shall conform to standard specs 607.4.2(2) and 607.4.2(3).

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.02	Rock Trenching Special	CY

Payment is full compensation for rock excavation and disposal not paid for by item Storm Sewer Rock Excavation.

49. Coloring Concrete Brown, Item SPV.0035.03.

A Description

This special provision describes coloring concrete used to construct work under other contract bid items as well as any special materials and special construction techniques associated with using colored concrete.

B Materials

B.1 Concrete

Integrally color concrete using non-fading pigments conforming to ASTM C979 as follows:

- For brown: use non-fading synthetic iron oxides at a loading of 6 percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably close conformance with Federal Standard 595 Color Server, FS color 20170.

Concrete shall conform to the requirements of standard specs 405.2.1(2), 405.2.1(3), and 405.2.1(4).

B.2 Curing Compound

Curing compound shall conform to standard spec 405.2.2.

B.3 Admixtures

Admixtures shall conform to standard spec 405.2.3.

B.4 Colored Concrete Mix Approval

Approval shall conform to standard spec 405.2.4.

C Construction

Construction methods shall conform to standard spec 405.3.

D Measurement

The department will measure the Coloring Concrete bid items by the cubic yard, acceptably incorporated into work done under other contract bid items including material

incorporated into one sample panel or one test slab that achieves a color the engineer accepts as required under standard spec 405.3.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.03	Coloring Concrete Brown	CY

Payment is full compensation for developing mix designs and providing sample panels or test slabs; for furnishing pigments; for special construction procedures required under standard spec 405.3; for removing test slabs, restoring the site, and disposing of waste material; and for other costs not included in associated contract bid items.

50. Sanitary Manhole Frame and Lid Special, Item SPV.0060.01.

A Description

The work under this item shall consist of furnishing and installing the frame and lid as shown in the construction details on the plans for the sanitary manholes.

B Materials

Lid and frame shall be Neenah Number R-1500 or equal with Type "B" self-sealing lid with concealed pick holes. Iron castings shall conform to ASTM Spec. A 48, Class 30 and shall be AASHTO H-20 rated. All castings shall be free from cracks, holes, swells and cold shuts.

C Construction

The frame and lid shall be installed in accordance to the manufacturer's recommended installation procedures and as specified in standard spec 611.

D Measurement

The department will measure Sanitary Manhole Frame and Lid Special by each furnished and placed, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Sanitary Manhole Frame and Lid Special	Each

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

51. Sanitary Manhole Outside Drop Special, Item SPV.0060.02.

A Description

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

B Materials

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

C Construction

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

D Measurement

The department will measure Sanitary Manhole Outside Drop Special by each separate structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Sanitary Manhole Outside Drop Special	Each

Payment is full compensation for furnishing all materials, including pipe and fittings for drop manhole and for reconnection to existing piping, for furnishing all excavation, backfilling, disposal of surplus material; and for furnishing all labor, tools, equipment, and incidentals necessary for each structure complete, except the department will pay for covers, including frames and lids separately.

52. Exposing Existing Water Main, Item SPV.0060.03.

A Description

This special provision describes exposing existing water services under paved and unpaved surfaces and providing horizontal and vertical coordinates of the exposed utility to determine potential utility conflicts in advance of underground work for this project, and/or whether existing water main will need to be insulated.

B Materials

Provide granular backfill conforming to standard spec 209.

C Construction**C.1 General**

Schedule this work a minimum of one week in advance of any underground work under this project to allow the engineer and utilities time to resolve any conflicts that may be discovered. Arrange for utility locators to mark the utility locations. Stake or mark the location of the proposed storm sewer that may be in conflict with the existing utility. Notify representatives of the utility owner or their agents at least 24 hours in advance of the work so that they may be present when the work commences.

C.2 Construction Method

Excavate and expose the existing utility sufficiently to determine the top elevation and diameter. Take precautions to protect the integrity of the existing utility and avoid and damage to protective coatings or wrappings. Promptly notify the utility owner if any damage or service interruption occurs. Repair any damage caused by the contractor's negligence or carelessness at the contractor's expense.

Survey the horizontal and vertical location of the exposed utility to the nearest 0.1 foot. Identify horizontal locations with a coordinate northing and easting referenced to the Wisconsin County Coordinate System (WCCS), Door County. Provide elevations referenced to the project bench marks.

Keep the utility exposed and available for visual inspection until all work is completed in a given location. If the utility remains exposed overnight or for a prolonged period of time, protect with all necessary traffic control devices that may be required by applicable standards or as directed by the engineer.

Backfill the hole with granular backfill conforming to standard spec 209 except that backfill material placed within 18 inches of the exposed utility shall pass a one-inch sieve.

C.3 Documentation

Provide the engineer with coordinates and elevations of each utility referenced to the proposed alignment with a station and offset. Document the size and/or diameter, composition and description of each utility exposed. Provide digital photographs of the exposed utility to the engineer in jpeg format.

D Measurement

The department will measure Exposing Existing Water Main as each individual utility location, acceptably completed. If the distance from the existing ground above the utility to the top of the exposed utility is between 0 and 8 feet, the department will measure each location as a single unit of work. If the distance from the existing ground above the utility to the top of the exposed utility is greater than 8 feet, but less than 12 feet, the department will measure each location as two units of work. Exposures greater than 12 feet in depth are not covered under this item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Exposing Existing Water Main	Each

Payment is full compensation for furnishing all materials including granular backfill; for excavating, disposal of excavated materials, backfilling and compacting; for staking, surveying, measuring, recording and photographing the location of the exposed utility; for providing documentation and photographs of all utility locations to the engineer; for furnishing all traffic control and safety barriers required during the work; and for labor, tools, equipment and incidentals necessary to complete the work.

53. Water Service Connection Set Special, Item SPV.0060.04.**A Description**

This work shall consist of furnishing, installing curb stops and boxes and corporation stops as directed by the engineer in accordance to Chapters 5.5.0 and 5.6.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments, and as hereinafter provided.

B Materials

Corporation stops shall be Ford F-1000Q for or approved equal and shall conform to AWWA C800 Figures 2 and 3 for use with threaded service lines. Curb stops shall be Ford B44-444MQ or approved equal for use with compression connections. The curb stop shall be on a 2 inch piece of hardwood. For new services, a 12 inch to 18 inch tailpiece of pipe shall extend out of the curb stop and have a peened end.

Curb boxes shall be Ford EM2-70-56 or equal shall be Minneapolis pattern with 1.25 in upper section.

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

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per standard spec 305.2.2.1.

C Construction

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

Connection to water main:

1. Water services shall be made by tapping the water main for the corporation stop unless use of a service saddle is required. The corporation stop connection shall be a minimum of 1 foot from any pipe or fitting joint and must have a minimum of 1 foot between connections and stagger 30° around the circumference of the water main.
2. All connections to water main during new construction shall be under system pressure and tested when the water main is tested.

Setting the Curb Box

1. Curb box shall be centered over curb stop and shall be brought to proper grade. Legs of service box shall rest firmly upon a 2-inch x 5-inch x 8-inch hardwood board or 4-inch x 8-inch x 16-inch solid concrete block. Clearance shall be provided so that service box does not rest upon water service pipe. Where bench does not afford a firm support for service box blocking, such support shall be furnished by use of a 2-inch x 6-inch plank placed across sewer trench and firmly supported in each bank.
2. Curb box shall be plumbed and braced so it will remain vertical throughout backfilling. Sufficient excavation shall be made for curb box installation to ensure proper setting and backfilling around the curb box.
3. Before placing backfilling around curb service box, contractor shall wrap polyethylene around base, and bedding material shall be tamped in place from a point above the main to a point 6 inches above blocking to prevent entrance of backfill materials into openings at base.
4. After backfill has been placed and compacted, demonstrate to engineer that all curb stops are operable.

Backfill and compact as with Granular Material as specified for adjacent water main.

D Measurement

The department will measure Water Service Connection Set Special by each furnished and placed, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Water Service Connection Set Special	Each

Payment is full compensation for furnishing labor, materials, excavation, bedding, backfill, shoring, dewatering, connections to existing facilities, testing, cleanup, and any other incidentals necessary to complete required work.

54. Sanitary Manhole Special, Item SPV.0060.05.

A Description

This special provision describes construction sanitary manholes made of concrete with the necessary reinforcement, including required excavation and backfilling.

B Materials

Precast manholes in accordance to standard spec 611.2.1.

Exterior joint sealer meeting the requirements of ASTM C-877, Type II. exterior joint sealer shall be MacWrap External Collar, Cretex Wrap, or approved equal.

Pipe to Manhole Connection shall provide a watertight seal between the manhole and the pipe. Connection shall be a boot type or compression type connector conforming to ASTM C923.

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per standard spec 305.2.2.1.

C Construction

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

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

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

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

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

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

D Measurement

The department will measure Sanitary Manhole Special by each separate structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Sanitary Manhole Special	Each

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

55. Decorative Light Poles and Assemblies, Item SPV.0060.06.

A Description

This special provision describes furnishing and installing street lighting in accordance to the requirements of standard specs 651 through 659, the plans, and as hereinafter provided.

B Materials

B.1 General

The department prequalifies lighting components for some applications on the department's approved products list. The department also provides a list of approved manufacturers on the department's approved projects list. Furnish components consistent with the IES type, wattage, and voltage the plans show as follows:

If a listed component meets the contract requirements, furnish a prequalified component from the list.

If no listed components meet the contract requirements, furnish a component made by a manufacturer from the list.

If a required component is not listed and is not available from a listed manufacturer, furnish a component conforming to the requirements specified in standard spec 659.

The requirements specified here are generally applicable to lighting components unless superseded by more specific requirements herein.

B.2 Decorative Lantern Style LED

The luminaire shall be heavy-wall cast aluminum, Sternberg model Main Street MS805BLED black, a decorative cast aluminum finial, and aluminum bottom round post fitter. The lens panels shall be made of vandal-resistant, clear seeded acrylic.

Furnish high output, high brightness white LEDs mounted in arrays from a department approved manufacturer and rated for a life of 70,000 hours or more. The LED arrays will be arranged on printed circuit boards designed to maximize heat transfer to the heat sink surface. The LED arrays shall be mounted to minimize up-light. The LEDs and printed

circuit boards shall be protected from moisture and corrosion by a conformal coating of 1 to 3 mils. The LEDs and printed circuit board construction shall be environmentally friendly and 100% recyclable. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant. The LED life rating shall be determined in accordance to IESNA LM-80-08a.

Furnish a closed type optic assembly with permanently resilient gaskets, constructed to maintain an effective seal against moisture and other contaminants. Provide suitable screens at slipfitter openings to deter insect nesting. In addition, the LED luminaire will be provided with individual, acrylic, refractor type optics applied to each LED in the array. The luminaire shall provide Type III lighting distribution per IESNA classifications. Testing shall be done in accordance to IESNA LM-79-08.

B.3 Electronic Drivers for LEDs

Driver housing: The LED driver housing shall be heavy wall cast aluminum for high tensile strength. The LED driver shall be attached to the driver housing to ensure high capacity heat sinking of driver terminals, keeping the driver cooler and ensuring long life. The LED driver shall be supplied with a quick disconnect on the power supply, providing ease of maintenance and power connection.

Electronic driver: The driver shall be U.L. listed. The driver shall have integral overload as well as short circuit protection. The driver shall have a DC output, constant current design, 60 Hz, with a minimum efficiency of 90%. At full load, the driver will be rated with <20% THD and a power factor of 0.90. The driver shall have automatic over-heat protection which reduces output to less than half full-load rating if the driver case temperature reaches 85°C (185°F).

B.4 LED Luminaire Performance

The LED Arrays shall be built in series-parallel circuits which maintain overall light output in the event of single LED failures.

The LEDs and driver shall operate over a -40°C (-40°F) to 50°C (122°F) ambient air temperature range.

The high performance white LEDs will have a life expectancy of approximately 70,000 hours with not less than 70% of original lumens, rated at 25°C (77°F). The LEDs shall have a 4500K color temperature with a minimum CRI of 75.

The luminaire shall have a minimum of 4750 initial delivered lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F).

B.5 Poles

The 14' tall decorative pole used to mount and display each luminaire shall be aluminum one-piece construction. The 18" diameter cast aluminum fluted base shall be constructed with an extruded tapered fluted shaft. The design, appearance and quality shall be equivalent to a No. 6200 "Oxford Series" by Sternberg Lighting.

The base of the pole shall be designed with sixteen long curved flute slopped to a decorative scalloped ring made of heavy wall, 356 alloy cast aluminum. It shall have a 1" thick floor cast as an integral part of the base. The extruded 6"-3" tapered fluted shaft shall be made of ASTM 6063 extruded aluminum and tempered to a T6 condition. Finish shall be black.

In addition to standard hardware the pole shall also come equipped with double banner arms mounted on the same side of the pole, flag pole holder, and a wreath hook mounts to hold decorations.

C Construction

C.1 General

Keep the luminaire lamps in their shipping cartons and protect against contamination until use. Wear clean gloves when installing luminaire lamps. Furnish and install circuit identification plaques and luminaire sequence decals suitable for outdoor construction on the support poles as the plans show.

C.2 Wiring and Fusing

Use stranded copper, XLP insulated, single conductor, USE rated, 600 volt AC wire from pole hand holes to luminaires, as sized on the plans.

For fusing in hand-holes, use approved in-line 600 volt AC fuse assemblies from an approved manufacturer, with type FNQ fuses. If luminaires are double-fuse in 240 volt AC 2-wire systems, or 480 volt AC 3-phase delta systems, furnish and install 2-pole fuse holders.

Individually fuse the luminaries at 1 amp, or as the plans show otherwise. Locate fusing at the pole hand-hole. Fuse individual pole mounted receptacles at 2 amps in the hand-hole of the pole.

For hand-hole or junction box splices and fuse assemblies, provide a neatly trained loop of each conductor to facilitate removing each splice and each fuse assembly from the hand-hole or the junction box for servicing. Ground each hand-hole or junction box as the plans show.

If the plans show grounded neutral lighting systems, ground the neutral only as far as the hand-hole or the junction box. From the hand-hole or junction box to the luminaires, isolate the neutral, and separately bond metal parts to ground.

Make the splices of lighting conductors in breakaway bases or in hand-holes electrically secure. Protect the splices with an approved vinyl plastic tape and insulate the splice equal to that of the rest of the conductor. If making connections, taps, and splices with irregularly shaped connectors (split bolts), first build them up with approved insulating putty or approved rubber insulating tape to eliminate sharp corners and voids. Then use vinyl electrical tape to cover the splice. The engineer will only accept splices taped with at least 3 layers, ½ lapped, or covered with the equivalent amount of putty. Then cover the

tape with a liberal coating of an approved electrical varnish or approved sealant providing flexible protection from oil, moisture, and corrosion.

C.4 Luminaires

Furnish and install decorative lantern style LED luminaires, 4A1R45T3-MDL LED, 94 watt, 4500 color temperature, type 3 distribution, 120-277 volt dimmable driver, and poles together with hardware and fittings as the plans show.

C.5 Poles

Allow concrete bases to cure a minimum of 7 days prior to erecting poles. All concrete pole bases shall use the template from the pole manufacturer for anchor bolt location. Set poles true and plumb.

D Measurement

The department will measure Decorative Light Poles and Assemblies by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Decorative Light Poles and Assemblies	Each

Payment is full compensation for providing and installing all materials including poles, luminaires, lamps, fuses, fuse holders, and all hardware and fittings necessary for a complete installation.

The department will pay for concrete base under a separate bid item.

The department will pay for wiring from the lighting underground feeder systems to any luminaires under the separate contract bid item.

56. Salvaged Decorative Light Poles, Item SPV.0060.07.

A Description

This special provision describes coordinating with the Village of Sister Bay to have electricity to poles be disconnected and removing existing decorative light poles including luminaires and poles and transporting to Village of Sister Bay Parks Building.

B (Vacant)

C Construction

Fourteen days prior to removing the decorative light poles, contact Steve Jacobson at (920) 854-2246 to have the electricity disconnected. The removal of the light poles shall occur on or after Tuesday, September 8, 2015.

Remove, handle, transport and unload existing decorative light poles including luminaries, bases, and appurtenant hardware without damaging the parts.

Transport salvaged decorative light poles to the Village of Sister Bay Park Building at 22113 Mill Road, Sister Bay, Wisconsin. Coordinate with Steve Mann at (920) 421-0273.

D Measurement

The department will measure Salvaged Decorative Light Poles bid items as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Salvaged Decorative Light Poles	Each

Payment is full compensation for coordinating the electricity disconnection from the lights; removing, handling, transporting and unloading of the light poles.

57. Stormwater Treatment Device, Item SPV.0060.08.

A Description

This special provision describes labor, materials, equipment and incidentals required and install all precast concrete stormwater treatment systems and appurtenances in accordance to the drawings and these specifications.

B Materials

The stormwater treatment system shall be of a type that has been installed and used successfully for a minimum of 5 years. The manufacturer of said system shall have been regularly engaged in the engineering design and production of systems for the physical treatment of stormwater runoff during the aforementioned period.

The stormwater treatment system shall be a Vortechs® Model 7000 System protected under U.S. Patent #5,759,415 as manufactured by

Contech Engineered Solutions
9025 Centre Pointe Drive, Suite 400 West Chester, Ohio 45069
(800) 338-1122

or approved equal.

Furnish and use materials in the work that conform to the following requirements:

- Concrete for precast stormwater treatment systems shall conform to ASTM C 857 and C 858 and meet the following additional requirements:

- The wall thickness shall not be less than 6 inches (152 mm) or as shown on the dimensional drawings. In all cases the wall thickness shall be no less than the minimum thickness necessary to sustain HS20-44 (MS18) loading requirements as determined by a Licensed Professional Engineer.
- Sections shall have tongue and groove or ship-lap joints with a butyl mastic sealant conforming to ASTM C 990.
- Cement shall be Type II Portland cement conforming to ASTM C 150.
- All sections shall be cured by an approved method. Sections shall not be shipped until the concrete has attained a compressive strength of 4,000 psi (28 MPa) or until 5 days after fabrication and/or repair, whichever is the longer.
- Pipe openings shall be sized to accept pipes of the specified size(s) and material(s), and shall be sealed by the contractor with a hydraulic cement conforming to ASTM C 595M
- Internal aluminum plate components shall be aluminum alloy 5052-H32 in accordance to ASTM B 209.
- Sealant to be utilized at the base of the swirl chamber shall be 60 durometer extruded nitrile butadiene rubber (Buna N) and shall be provided to the concrete precaster for installation.
- Brick or masonry used to build the manhole frame to grade shall conform to ASTM C 32 or ASTM C 139 and shall be installed in conformance with all local requirements.
- Casting for manhole frames and covers shall be in accordance to ASTM A48, CL30B and AASHTO M105. The manhole frame and cover shall be equivalent to Campbell Foundry Pattern #1009A or #1012D custom cast with the Contech Engineered Solutions logo and the words "Vortechs® Stormwater Treatment System".
- A bitumen sealant in conformance with ASTM C 990 shall be utilized in the sealing of the joint between the swirl chamber and the vault at the long wall tangent points. The butyl material shall be 3/4-inch thick by 3/4-inch wide.

C Construction

Equipment and tools necessary for performing all parts of the work will be satisfactory as to design, capacity and mechanical condition for the purposes intended; repair, replace, improve, or supplement any equipment that is not maintained in full working order, or which as used by the contractor is proven inadequate to obtain the results prescribed, to obtain the progress and workmanship contemplated by the contract.

The Stormwater Treatment Device shall be constructed according to the sizes shown on the drawings and as specified herein. Install at elevations and locations shown on the drawings or as otherwise directed by the engineer.

Place the precast base unit on a granular subbase of minimum thickness of 6 inches after compaction or of greater thickness and compaction if specified elsewhere. The granular subbase shall be checked for level prior to setting and the precast base section of the trap shall be checked for level at all four corners after it is set. If the slope from any corner to any other corner exceeds 0.5% the base section shall be removed and the granular subbase material re-leveled.

Prior to setting subsequent sections place bitumen sealant in conformance with ASTM C 990 along the construction joint in the section that is already in place.

After setting the base and wall or riser sections, prepare to install the swirl chamber. Place the 3/4-inch thick by 3/4-inch wide butyl mastic seal vertically on the outside of the swirl chamber starting one inch above the bottom of the swirl chamber and continuing to a height equal to the elevation of the bottom of the upper aperture of the swirl chamber. The butyl mastic seal should abut the downstream side of the pre-drilled mounting holes that attach the swirl chamber to the long walls of the concrete vault. Next, install the extruded Buna N seal on the bottom edge of the 180 degree downstream section of the swirl chamber by first applying a bead of Sikaflex-1a polyurethane elastomeric sealant into the extruded slot then slide the seal onto the swirl chamber. The extruded seal should extend 3-inches upstream of the mounting holes, toward the inlet end of the vault. Set the swirl chamber into position and keep the seal approximately 1/2-inch above the floor of the concrete vault. Apply a continuous bead of Sikaflex-1a sealant under the cupped bottom of the seal. Set the circular swirl chamber on the floor of the vault and anchor it by bolting the swirl chamber to the side walls of the concrete vault at the three tangent points and at the inlet tab using HILTI brand stainless steel drop-in wedge anchors or equivalent 3/8-inch diameter by 2-3/4 inch minimum length at heights of approximately 3 inches off the floor and at 15 inch intervals to approximately the same height of the butyl mastic sealant (at locations of pre-drilled holes in aluminum components). Apply a continuous bead of Sikaflex-1a sealant to the intersection of the inside bottom edge of the extruded seal and the vault floor.

If the oil baffle wall (Baffle A) and flow control wall (Baffle B) are not integrally cast-in to riser/wall sections then the Baffle wall panels shall be placed in the formed keyways or between bolted-in-place angle flanges as provided by the manufacturer. Apply non-shrink grout or Sikaflex-1a sealant to each end of Baffle A and Baffle B at the upstream intersection with the side walls of the concrete vault.

Prior to setting the precast roof section, bitumen sealant equal to ASTM C 990 shall be placed along the top of the oil baffle wall (Baffle A), using more than one layer of mastic if necessary, to a thickness at least 1-inch greater than the nominal gap between the top of the baffle and the roof section. The nominal gap shall be determined either by field measurement or the shop drawings. Do not seal the top of Baffle B unless specified on the

shop drawings to do so. After placement of the roof section has compressed the butyl mastic sealant in the gap over Baffle A, finish sealing the gap with an approved non-shrink grout on both sides of the gap using the butyl mastic as a backing material to which to apply the grout. If roof section is “clamshell” or “bathtub” halves, then finish sealing the ends of the Baffle walls by applying non-shrink grout or Sikaflex-1a sealant to each end of Baffle A at the upstream intersection with the side walls of the concrete vault and to each end of Baffle B at the downstream intersection with the side walls of the concrete vault.

After setting the precast roof section of the stormwater treatment system, set precast concrete manhole riser sections, to the height required to bring the cast iron manhole covers to grade, so that the sections are vertical and in true alignment with a ¼-inch maximum tolerance allowed. Backfill in a careful manner, bringing the fill up in 6-inch lifts on all sides. If leaks appear, clean the inside joints and caulk with lead wool to the satisfaction of the engineer. Precast sections shall be set in a manner that will result in a watertight joint. In all instances, installation of Stormwater Treatment Systems shall conform to ASTM specification C 891 “Standard Practice for Installation of Underground Precast Utility Structures”.

Holes made in the concrete sections for handling or other purposes shall be plugged with a nonshrink grout or by using grout in combination with concrete plugs.

Where holes must be cut in the precast sections to accommodate pipes, do all cutting before setting the sections in place to prevent any subsequent jarring which may loosen the mortar joints. The contractor shall make all pipe connections.

D Measurement

The department will measure Stormwater Treatment Device by each individual device, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Stormwater Treatment Device	Each

Payment is full compensation for furnishing labor, materials, excavation, bedding, backfill, shoring, dewatering, connections to existing or proposed storm sewer, device baffles, mastic, cleanup, and any other incidentals necessary to complete required work.

The department will pay for topsoil, sod and fertilizer over the device under separate bid items.

58. Storm Sewer Tee 54-Inch x 18-Inch, Item SPV.0060.09.

A Description

Perform this work in accordance to the requirements of standard spec 608, except as hereinafter described and as shown in the details.

B Materials

Use materials conforming to standard spec 608.2.

C Construction

Use construction methods conforming to standard spec 608.3.

D Measurement

The department will measure Storm Sewer Tee 54-Inch x 18-Inch by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Storm Sewer Tee 54-Inch x 18-Inch	Each

Payment is full compensation for furnishing and installing the concrete; and for disposing of materials.

(NER14-1120)

59. Storm Sewer Tap, SPV.0060.10.

A Description

Furnish materials and construct a storm sewer tap, as shown in the plans, and as hereinafter provided.

B Materials

Furnish grade A, A-FA, A-S, A-T, A-IS or A-IP concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.

Use granular backfill conforming to standard spec 209.

C Construction

Carefully saw hole to receive pipe in receiving structure.

Place pipe into receiving structure flush with interior wall.

Furnish and install the concrete encasement as shown in standard detail drawing 8B9-1.

D Measurement

The department will measure Storm Sewer Tap as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Storm Sewer Tap	Each

Payment is full compensation for furnishing, hauling and placing of all materials including the concrete encasement; and for excavating, backfilling, sawing, and disposing of excess material.

60. Storm Sewer Plug, Item SPV.0060.11.**A Description**

Install a Storm Sewer Plug at locations specified in the plans.

B Materials

Provide a precast reinforced concrete plug or an engineer approved alternative, conforming to the inside diameter of the corresponding pipe as shown on the plan.

All materials, if concrete, must conform to standard spec 501 and standard spec 611.

C Construction

Place a watertight plug in the end of the storm sewer pipe in a manner that seals the pipe, but allows for future removal of plug without damaging the storm sewer pipe.

D Measurement

The department will measure Storm Sewer Plug as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Storm Sewer Plug	Each

Payment is full compensation for furnishing and installing plug; and for disposing of materials.

61. Manholes 10-FT Diameter, Item SPV.0060.12.**A Description**

Perform work in accordance to the applicable provisions of standard spec 611 and as detailed in the plans.

B Materials

Furnish precast sections conforming to standard spec 611.2.

Use granular backfill conforming to standard spec 209.

C Construction

Conform to standard spec 611 and plan details.

D Measurement

The department will measure the Manholes 10-FT Diameter by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Manholes 10-FT Diameter	Each

Payment is full compensation for providing all materials, including all masonry, conduit and sewer connections, steps and other fittings; for furnishing all excavating, backfilling, and properly disposing of surplus material; and for cleaning out and restoring the work site. The department will pay for covers, including frames, grates and lids separately.
(NER14-1120)

62. Removing Tree Protectors, Item SPV.0060.13.**A Description**

This special provision describes removing, hauling and disposing of metal tree protectors.

B (Vacant)**C Construction**

Remove, haul and dispose of tree protectors.

The contractor becomes the owner of the removed tree protector and is responsible for its disposal as specified for disposing of materials under standard spec 204.3.1.3.

D Measurement

The department will measure Removing Tree Protectors as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Removing Tree Protectors	Each

Payment is full compensation for removing, hauling and disposing of tree protectors.

63. Concrete 30x24-Inch Transition, Item SPV.0060.14.

A Description

Perform this work in accordance to the requirements of standard spec 608, except as hereinafter described and as shown in the details.

B Materials

Use materials conforming to standard spec 608.2.

C Construction

Use construction methods conforming to standard spec 608.3.

D Measurement

The department will measure Concrete 30x24-Inch Transition by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Concrete 30x24-Inch Transition	Each

Payment is full compensation for furnishing and installing the concrete; and for disposing of materials.

64. Adjusting Sanitary Manhole Cover, Item SPV.0060.15.

A Description

This special provision describes adjusting sanitary manhole covers.

B Materials

Use materials conforming to standard spec 611.2.

C Construction

Use construction methods conforming to standard spec 611.3 and as follows:

Remove and reinstall existing chimney seals, as necessary to adjust manhole cover.

D Measurement

The department will measure Adjusting Manhole Cover as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Adjusting Sanitary Manhole Cover	Each

Payment is full compensation for providing all required materials, exclusive of frames, grates, or lids; and for removing, reinstalling and adjusting the covers, including removing and reinstalling the existing chimney seal.

65. Adjusting Water Valve Box, Item SPV.0060.16.**A Description**

Adjust water valve boxes to final pavement elevations, as shown in the plans and as hereinafter provided.

B Materials

Utilize existing valve boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with the Village of Sister Bay and contact Steve Jacobson at (920) 854-2246 to obtain required materials.

C Construction

Prior to completion of paving operations, adjust the water valve boxes to match the final proposed grade. Excavate and expose the existing water main valve box to the depth needed to adjust the valve box to grade, add or remove extension(s) as needed, and backfill with base aggregate material in accordance to the requirements for the adjacent roadway base course construction.

Complete adjustments in such a manner to avoid any damage to the water valve boxes. Provide the Village of Sister Bay two working days advance notice prior to adjusting the valve boxes to finished grade.

D Measurement

The department will measure Adjusting Water Valve Box as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Adjusting Water Valve Box	Each

Payment is full compensation for adjusting each valve box; excavating as necessary to access the valve box; backfilling; repairing any damage done to the valve box during adjustment; and for adding new sections if necessary.
(NER12-0206)

66. Reconnect Existing Storm Sewer Lateral, Item SPV.0060.17.

A Description

This special provision describes reconnecting existing storm sewer laterals to new structures or existing pipe.

B Materials

Provide culvert pipe concrete collars in accordance to standard spec 520.2.4.

Provide couplings that meet standard spec 607.2.

C Construction

Identify all private laterals in existing structures prior to that structure's removal. Remove existing lateral pipes to the next good joint and replace in-kind. Verify that positive drainage is achieved when connecting to the new inlet or curb outlet structure. The contractor will be allowed to salvage any structurally sound pipe that was removed with prior approval by the engineer. Connect the existing pipes to the new pipes with the appropriate coupling, concrete collar or by means approved by the engineer. Any additional pipe or materials required to reconnect the storm sewer laterals are considered incidental to this bid item.

D Measurement

The department will measure Reconnect Existing Storm Sewer Lateral by each lateral, connected, 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.0060.17	Reconnect Existing Storm Sewer Lateral	Each

Payment is full compensation for removal of existing pipes, furnishing and installing all materials, couplings, concrete collars, and pipe.
(NER13-0813)

67. Street Sweeping, Item SPV.0075.01.

A Description

Remove small dirt and dust particles from the roadway using a street sweeper periodically during the project as directed by the engineer.

B (Vacant)

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	HRS

Payment is full compensation for furnishing street sweeper; sweeping roadway; and for disposing of the material collected.

68. Water Service Lateral 1-Inch Copper Special, Item SPV.0090.01.**A Description**

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

B Materials

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

Polyethylene encasement shall conform to AWWA C105 for Type 1, Class C, and Grade E-1. Thickness shall be 8 mils.

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

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per Section 305.2.2.1 of the WisDOT Standard Specs.

C Construction

The contractor shall install copper water services from the water main to the curb stop box, as shown on the plans, or as directed by the engineer. Install water service laterals with minimum amount of service interruption.

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

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

Water service shall be laid with a minimum cover of 6-feet or shall be insulated with extruded polystyrene foam insulation.

Backfill and compact as specified for adjacent water main.

D Measurement

The department will measure Water Service Lateral 1-Inch Copper Special by linear foot, in place and quantity measured for payment shall be number of linear foot, completed and accepted in accordance to contract, measured along centerline of tubing. Footage to be paid for shall include installation of corporation stops, curb stops, and curb boxes.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Water Service Lateral 1-Inch Copper Special	LF

Payment is full compensation for furnishing labor, materials, excavation, bedding, backfill, shoring, dewatering, connections to existing facilities, testing, cleanup, and any other incidentals necessary to complete required work.

69. Water Main 6-Inch Ductile Iron Special, Item SPV.0090.02; Water Main 8-Inch Ductile Iron Special, Item SPV.0090.03; Water Main 10-Inch Ductile Iron Special, Item SPV.0090.04.

A Description

This work shall consist of excavating required trenches, placing bedding materials, laying therein the water main pipe of the size and type specified, connection of the pipe to existing pipes; all sheeting and shoring, backfilling and compacting the trenches, and testing. The work shall also include the removal of existing water main pipe that is in conflict with the new water main.

This work shall be completed in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments and as hereinafter provided.

B Materials

Water main shall be D.I. Class 52 pipe, cement lined conforming to requirements of AWWA C151. The exterior of the ductile iron pipe shall be shop coated with a minimum

of 1 mil of bituminous coating. Cement-mortar lining for ductile-iron pipe and fittings for water shall adhere to AWWA C104.

Fittings shall be short bodied ductile iron and shall conform to AWWA C153 and Chapter 8.22.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin. Mega Lug retainer glands shall be installed at all fittings locations. Bolts shall be Type 304 or 306 stainless steel. Threads shall be coated with nickel-based anti-seize compound prior to assembly. In lieu of anti-seize compound, a green fluoropolymer coated stainless steel nut may be substituted. The coating shall be FluorKote#1 manufactured by Metal Coatings Corporation.

Gaskets shall conform to AWWA C111.

Provide electrical continuity through water main.

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

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per standard spec 305.2.2.1 under and shall be compacted by means of mechanical vibration to achieve uniform consolidation in conformance with Section 2.6.14(b) of the Standard Specifications for Sewer and Water Construction in Wisconsin.

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

Polyethylene Wrap

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

Buttresses and Lugged Retainer Glands

Approved mechanical joint lugged retainer glands may be used with Ductile Iron water main. The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to C153 of latest revision. Twist off nuts, sized same as tee-head colts, shall be used to ensure proper actuating of restraining devices. The retainer glands shall have a pressure rating equal to that of the pipe on which it is used. The retainer glands shall have been tested to

UNI-B-13-92, be listed by Underwriters Laboratories, and be approved by Factory Mutual. The restraint shall be EBAA iron series 2000 PV or approved equal.

C Construction

General

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

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

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

Test water main in accordance to Chapter 4.15.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin. All equipment required by hydrostatic testing shall be furnished and operated by contractor subject to the approval of the engineer.

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

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

The new water main will connect into existing pipe. Furnish bends/fittings to connect into the existing water mains.

Where cover over the proposed water main is less than 6 feet, polystyrene insulation shall be installed to a thickness for an equivalent of 6 feet of cover per Section 4.17.2(a) of the Standard Specifications for Sewer and Water Construction in Wisconsin. This cost shall be included in the unit price of water main.

Installation

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

Field Inspection of Materials

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

Direction of Laying

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

Joining of Pipe

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

Dewatering

Dewater in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin.

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

Cutting of Pipe

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

Obstructions in Line or Grade

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

Joint Deflection

The maximum allowable shall be one-half of the manufactures recommended allowable joint deflection. If excess deflection is required, bends shall be furnished to provide angular deflections.

D Measurement

The department will measure Water Main (Size) Ductile Iron Special will be measured by the linear foot in place and quantity measured for payment shall be number of linear feet of various sizes and types completed and accepted in accordance to contract, measured along

centerline of pipe, center to center of junctions and fittings. Footage to be paid for shall include construction through valves and other fittings.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Water Main 6-Inch Ductile Iron Special	LF
SPV.0090.03	Water Main 10-Inch Ductile Iron Special	LF
SPV.0090.04	Water Main 12-Inch Ductile Iron Special	LF

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

70. Sanitary Sewer 8-Inch PVC Special, Item SPV.0090.05; Sanitary Sewer 10-Inch PVC Special, Item SPV.0090.06.

A Description

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

B Materials

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

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

Bedding material may be substituted for cover material, placed to a minimum of 12" above the top of the pipe, in sewer installation as specified in the Standard Specifications for Sewer and Water Construction in Wisconsin.

Granular Backfill material shall conform to 1-1/4" Dense Graded Base per standard spec 305.2.2.1 under and shall be compacted by means of mechanical vibration to achieve uniform consolidation in conformance with Section 2.6.14(b) of the Standard Specifications for Sewer and Water Construction in Wisconsin.

C Construction

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

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

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

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

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

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

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

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

Low Pressure air test in accordance to section 3.7.3 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Deflection test shall be completed as follows. Mandrel shall have 9 ribs and be hand pulled. Pipe with deflections in excess of 5% of the base diameter shall be excavated, rerounded, backfilled and retested.

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Sanitary Sewer 8-Inch PVC Granular Backfill Special	LF
SPV.0090.06	Sanitary Sewer 10-Inch PVC Granular Backfill Special	LF

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

71. Sanitary Sewer Televising Special, Item SPV.0090.07.

A Description

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

B Materials

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

The television camera features include:

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

The camera shall provide:

1. Provide close-up color viewing of sewer pipe walls and lateral entrances using a low light-sensitive camera, movable camera head and directional lighting.
2. Operate through up to 2000 feet of cable in sanitary and storm sewers, if necessary.
3. Perform at minus 10 degrees C to plus 50 degrees C and up to 100 percent relative humidity.
4. A remote reading footage counter, which shows accuracy to 1% of the length of section being inspected on the television monitors and outputs.

C Construction

The contractor shall submit to the Village of Sister Bay two DVDs and two copies of the inspection log. VHS tapes will not be accepted.

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

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

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

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

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

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

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

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

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

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

The video recording media shall contain the following:

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

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

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

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

D Measurement

The department will measure Sanitary Sewer Televising Special 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 Sewer Televising Special	LF

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

72. Sanitary Sewer Lateral 4-Inch PVC Special, Item SPV.0090.08.**A Description**

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

B Materials

The PVC pipe shall be Schedule 40 and shall conform to the requirements of ASTM Specification D1784 and D1785. Solvent weld joints shall conform to ASTM D2855. Fittings shall be socket type and conform to ASTM D2466.

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

Bedding material may be substituted for cover material, placed to a minimum of 12" above the top of the pipe, in sewer installation as specified in the Standard Specifications for Sewer and Water Construction in Wisconsin.

Cover material shall conform to the Standard Specifications for Sewer and Water Construction in Wisconsin and placed to a level at least 6 inches above the pipe.

Within the right-of-way or under driveways or sidewalks, backfill with Granular Backfill material conforming to 1-1/4" Dense Graded Base per standard spec 305.2.2.1 and shall be compacted by means of mechanical vibration to achieve uniform consolidation in conformance with Section 2.6.14(b) of the Standard Specifications for Sewer and Water Construction in Wisconsin.

In all other areas, backfill shall be native material, free of topsoil, wood, peat, cinders, organic or deleterious matter or other rubbish.

C Construction

Confer with the Village of Sister Bay to verify the location of the new sanitary lateral.

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

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

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

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

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

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

D Measurement

The department will measure Sanitary Sewer Lateral 4-Inch PVC Special by the linear foot in place, acceptably completed. The footage to be paid shall be measured from the connection of the mainline sewer pipe to the connection of the existing sanitary lateral.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Sanitary Sewer Lateral 6-Inch PVC Special	LF

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

73. Timber Fence, Item SPV.0090.09.

A Description

This work consists of the construction of a timber fence with chain link fence as shown on the plans along the top of rock face areas, as shown on the plans, and as hereinafter provided.

B Materials

B.1 General

Use material conforming to the requirements specified in standard spec 615.2. Use treated posts and rails. Furnish chain link fence materials in accordance to the pertinent requirements of standard spec 616.2.3. The chain link fence shall have a rubberized coating of a black color.

B.2 Epoxy

Furnish epoxy injection material that is insensitive to the presence of water and is composed of a two-component epoxy resin designed specifically for structurally re-bonding cracks in Portland cement concrete. The epoxy injection material shall conform to the following physical properties at 77 degrees F:

	UNMIXED		MIXED
	Component A (Resin)	Component B (Catalyst)	
Weight per gallon, lbs	9.15 ±0.1	8.2 ±0.1	9.15 ±0.1
Viscosity, cps	500-700	120 - 160	275 - 350
Specific Gravity, g/cc	1.128 ±0.012	0.984 ±0.012	1.099 ±0.012
Color Straw	Straw	Straw	Straw
Shelf Life (closed containers)	2 years	2 years	---
Solids by Weight	---	---	100%
Pot Life (200 gram mass)	---	---	12 - 15 mins.
Mixing Ratio (by weight)	80%	20%	---
Mixing Ratio (by volume)	78%	22%	---
Bond Strength	---	---	2000 psi min
Shrinkage Resistance	---	---	ASTM C 883
Thermal Compatibility	---	---	ASTM C 884

Furnish surface seal material for confining the injected epoxy resin in the cracks that meets the following requirements:

- Adequate strength to hold the injection fittings firmly in place to resist injection pressures and prevent leakage during injection
- Non-sag consistency
- Insensitive to the presence of water
- Controlled cure time
- Two-component epoxy resin
- 100% solids by weight
- Applicable to wet surfaces
- Viscosity should be paste

C Construction

C.1 General

Construct in accordance to the applicable portions of standard specs 615.3 and 616.3.3 and as herein described.

Drill holes to the depth and dimensions as shown on the plans to provide for the anchorage of the threaded steel rod to secure the post bracket assembly and post together for placement into rock.

Staple the chain link fence to the timber fence.

C.2 Injection Equipment

Use equipment to meter and mix the two-epoxy resin components and to inject the mixture into the cracks that is portable and has positive displacement type pumps equipped with an interlock to provide positive ration control of exact proportions of the two components at the nozzle. Use electric or air powered pumps that provide in-line metering and mixing.

Use injection equipment that has automatic pressure control capable of discharging the mixture at any present pressure up to 160 psi (± 5 psi), and is equipped with a manual pressure control override.

The equipment shall have the capability of maintaining the volume ration for the mixture prescribed by the manufacturer of the epoxy resin material within a tolerance of $\pm 5\%$ by volume at any discharge pressure up to 160 psi.

The injection equipment shall be equipped with sensors on both the Component A and B reservoirs that will automatically stop the machine when only one component is being pumped to the mixing head.

C.3 Epoxy Injection

Install the epoxy injection resin in accordance to the manufacturer's instructions.

D Measurement

The department will measure Timber Fence, by the linear foot of fence from end of rail to end of rail 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.0090.09	Timber Fence	LF

Payment is full compensation for furnishing all labor, tools, equipment, and incidentals necessary to construct the fence complete; for furnishing all materials, including posts, anchor plate assembly, rails, bolts, washers, steel threaded rod/rebar, epoxy, rubberized chain link fence, staples and incidentals; for furnishing all erecting, and disposal of surplus materials; for preservative treatment and painting.

74. Removing Timber Landscaping Wall, Item SPV.0090.10.**A Description**

This special provision describes removing, hauling and disposing of timber landscaping wall.

B (Vacant)**C Construction**

Remove, haul and dispose of timber landscaping wall.

The contractor becomes the owner of the removed timber landscaping wall and is responsible for its disposal as specified for disposing of materials under standard spec 204.3.1.3.

D Measurement

The department will measure Removing Timber Landscaping Wall 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.0090.10	Removing Timber Landscaping Wall	LF

Payment is full compensation for removing, hauling and disposing of timber landscaping wall.

75. Removing Landscaping Wall, Item SPV.0090.11.**A Description**

This special provision describes removing, hauling and disposing of rock landscaping wall.

B (Vacant)

C Construction

Remove, haul and dispose of rock landscaping wall.

The contractor becomes the owner of the removed rock landscaping wall and is responsible for its disposal as specified for disposing of materials under standard spec 204.3.1.3.

D Measurement

The department will measure Removing Landscaping Wall 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.0090.11	Removing Landscaping Wall	LF

Payment is full compensation for removing, hauling and disposing of rock landscaping wall.

76. Abandoning Concrete Box Structure, Item SPV.0090.12.

A Description

This special provision describes wholly or partially abandoning concrete box structure and disposing of the resulting materials.

B (Vacant)

C Construction

C.1 General

Avoid damaging the portion of the existing structure that is to remain, Do not use any equipment or devices that might damage structures, facilities, or property to be preserved and retained. Complete all operations necessary to remove or abandon the structure and that might endanger the new construction before constructing new work.

C.2 Backfilling

Backfill shall meet the requirements of standard spec 204.3.1.2.

C.3 Disposing of Materials

Disposal of materials shall meet the requirements of standard spec 203.3.4.

C.4 Abandoning Structure

Remove the walls of the structure as follows:

- Within the roadbed, to a depth of at least 1 foot below the subgrade.
- Outside the roadbed, to a depth at least 2 feet below the finished grade.
- At any location, to the extent required to avoid interfering with the work.

D Measurement

The department will measure Abandoning Concrete Box Structure 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.0090.12	Abandoning Concrete Box Structure	LF

Payment is full compensation for removing or abandoning concrete box structure, for hauling and disposing of materials.

The department will pay separately under the Backfill Granular bid item as specified in standard spec 209.5.

77. Joint Ties, Item SPV.0090.13.

A Description

This special provision describes providing joint ties for storm sewer pipe at locations designated in the plans or as directed by the engineer.

B Materials

Furnish joint ties that are hot-dip galvanized per ASTM A153.

C Construction

Joint ties shall be installed as shown in the plans and the details drawings.

D Measurement

The department will measure Joint Ties by the linear foot of 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.0090.13	Joint Ties	LF

Payment is full compensation for installing joint ties for storm sewer pipe.

78. Covering Existing Parking Stall Lines, Item SPV.0090.14.

A Description

This special provision describes covering existing parking stall lines with paint prior to using the parking lane for traffic to travel on.

B Materials

Furnish commercially available waterborne paint that is black, non-reflective, and durable.

C Construction

Prepare the surface of the pavement receiving marking as specified in standard spec 646.3.1.1. Completely cover the existing parking stall markings with paint. Protect freshly applied painted areas until dry enough to prevent pickup under traffic. If at any point a differently colored underlying marking shows through, re-apply the overlying marking.

D Measurement

The department will measure Covering Existing Parking Stall Lines by the linear foot of paint, 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.0090.14	Covering Existing Parking Stall Lines	LF

Payment is full compensation for preparing the surface; for providing all markings; for protecting painted marking until dry; and for any maintenance of the markings.

79. Handrail Special, Item SPV.0090.15.

A Description

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

B Materials

B.1 General

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

B.2 Coating System

B.2.1 Galvanizing

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

B.2.2 Two-Coat Paint System

After galvanizing, paint all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints as hereinafter provided. All galvanized surfaces to be painted shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation for adhesion of the tie coat. Blasting shall not fracture the galvanized finish or remove any dry film thickness. Within 24 hours after cleaning, or sooner if recommended by the manufacturer, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a preapproved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

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

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

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

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

B.3 Shop Drawings

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

B.4 Type S Anchors

Furnish type S anchors conforming to standard spec 502.2.12.2.

B.5 Malleable Iron Floor Flange

Furnish malleable iron floor flange conforming to ASTM A197. The flange shall have female National Pipe Taper (NPT) threads and a black finish.

C Construction

C.1 Delivery, Storage and Handling

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

C.2 Touch-up and Repair

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

C.3 General

After placing and curing the concrete steps, erect, align and fasten the railings in place as the plans show or as directed by the engineer.

C.4 Masonry Anchors

C.4.1 Mechanical Anchors

Provide the anchor manufacturer's installation instructions to the engineer before installing anchors. Clean holes by flushing with water or blowing with air. Follow additional cleaning procedures the anchor manufacturer recommends.

C.4.2 Adhesive Anchors

Notify the engineer and provide the adhesive manufacturer's installation instructions to the engineer before installing anchors. Clean holes by flushing with water followed by blowing with air until the hole is dry and dust-free. Follow additional cleaning procedures and temperature restrictions the adhesive manufacturer recommends.

C.4.3 Type S Anchors

Provide either mechanical or adhesive anchors of the type and size the plans show installed as the manufacturer recommends.

D Measurement

The department will measure Handrail Special, by linear foot of rail from end post to end post, acceptably completed. Handrail overhanging any post shall be incidental to the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.15	Handrail Special	LF

Payment is full compensation for fabricating, galvanizing, painting, transporting, installing the handrail, for providing and placing malleable iron floor flange, for providing and placing anchors, and for any touch-up and repairs.

80. Concrete Curb and Gutter, Cold Weather Covering, Plastic 1 Layer, Item SPV.0090.16; Plastic 2 Layers, Item SPV.0090.17; Plastic/Hay/Plastic or Blanket, Item SPV.0090.18.

A Description

Place protective covering in accordance to standard spec 415.3.13, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Furnish materials that meet the requirements specified in standard spec 415.3.13.2.

C (Vacant)**D Measurement**

The department will measure Concrete Curb and Gutter Cold Weather Covering (Type) in length 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.0090.16	Concrete Curb and Gutter, Cold Weather Covering, Plastic 1 Layer	SY
SPV.0090.17	Concrete Curb and Gutter, Cold Weather Covering, Plastic 2 Layers	SY
SPV.0090.18	Concrete Curb and Gutter, Cold Weather Covering, Plastic/Hay/Plastic or Blanket	SY

Payment is full compensation for supplying the plastic, hay, and material sufficient to weight down the insulating materials to withstand wind; and for furnishing all labor, tools, equipment, and incidentals required to place, remove, replace, and dispose of all covering materials as required during normal concreting operations. Heating of water or aggregates, or both, if deemed necessary by the contractor to maintain placement temperature, is incidental to this item.

(NER11-0214)

81. Salvaging and Resetting Landscaping Wall, Item SPV.0090.19.

A Description

This special provision describes removing timber landscaping wall, storing timber landscaping wall, and resetting timber landscaping wall, as shown in plans, as directed by the engineer, as herein after provided.

B (Vacant)

C Construction

Removing existing timber landscaping wall, handle, and store in such a manner to preclude damage to the timber landscaping wall.

After the concrete pedestrian curb is cured, reset the timber landscaping wall on top of the concrete pedestrian curb and on the ground adjacent to the curb.

D Measurement

The department will measure Salvaging and Resetting Landscaping Wall 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.0090.19	Salvaging and Resetting Landscaping Wall	LF

Payment is full compensation for removing, hauling, storing and resetting of the timber landscaping wall.

82. Salvaged Timber Retaining Wall, Item SPV.0090.20.

A Description

This special provision describes removing timber retaining wall and transporting to Village of Sister Bay Parks Building, as denoted by the engineer and hereafter provided.

B (Vacant)

C Construction

Remove, handle, transport and unload existing timber retaining wall without damaging timber boards.

Transport salvaged timber retaining wall to the Village of Sister Bay Park Building at 22113 Mill Road, Sister Bay, Wisconsin. Coordinate with Steve Mann at (920) 421-0273 a minimum 14 days prior to removal.

D Measurement

The department will measure Salvaged Timber Retaining Wall 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.0090.20	Salvaged Timber Retaining Wall	LF

Payment is full compensation for removing, handling, transporting, and unloading the timber retaining wall.

83. Seismograph/Vibration Monitoring, Item SPV.0105.01.**A Description**

This special provision describes furnishing a seismograph(s) and employing trained operators to monitor construction-induced vibrations on buildings/structures, and submittal of all required documentation.

B Material

Use seismographs that are in accordance to Wisconsin Department of Safety and Professional Services (SPS) 307.43, Wisconsin Administrative Code, and are continuous data recorders supplied with all the accessories necessary for making vibration and noise monitoring observations.

C Construction

Monitoring procedures shall be in accordance with SPS 307.44 and conducted as follows: Take seismograph readings prior to construction activities to establish an ambient or background index.

During construction, place seismograph to monitor all vibration-inducing construction activities or as directed by the engineer. At a minimum utilize one seismograph. If more than one major construction activity per day is taking place, multiple seismographs may be required. Place the seismograph on a stable surface within 3 feet of the building/structure nearest to the construction operation. Data recorded for each vibration occurrence shall be furnished to the engineer and shall include the following:

1. Identification of vibration monitoring instrument used.
2. Description of equipment used by the contractor.
3. Name of qualified observer and interpreter.
4. Distance and direction of recording station from the vibration area.
5. Type of ground at recording station and material on which the instrument is sitting.

6. Peak particle velocity and principal frequency in each component.
7. A dated and signed copy of records of seismograph readings.
8. A comparison of measured seismograph readings to maximum allowable readings identified in SPS 307.43 or as specified in this special provision.

If construction activities generate ground vibration in excess of the Peak Particle Velocity Limits as shown in SPS 307.44, stop the construction operation in progress and implement alternate construction methods to produce results within the allowable Peak Particle Velocity Limits.

D Measurement

The department will measure Seismograph/Vibration Monitoring as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Seismograph/Vibration Monitoring	LS

Payment is full compensation for furnishing and operating a seismograph(s), any operator(s), producing documentation reports, and for all other incidentals necessary to complete the work.
(BTS2014 12-09)

84. Removing Landscaping Items from Parcel 37, Item SPV.0105.02.

A Description

This special provision describes removing, hauling and disposing of landscaping items including rock landscaping walls, benches, tables, gnomes and flower beds in front of Al Johnson's Restaurant.

B (Vacant)

C Construction

Remove, haul and dispose of landscaping items from Station 628+20 to Station 629+35, right of reference line.

The contractor becomes the owner of the removed landscaping items and is responsible for their disposal as specified for disposing of materials under standard spec 204.3.1.3.

D Measurement

The department will measure Removing Landscaping Items from Parcel 37 as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Removing Landscaping Items from Parcel 37	LS

Payment is full compensation for removing, hauling and disposing of landscaping items.

85. Concrete Pavement Joint Layout, Item SPV.0105.03.**A Description**

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

B (Vacant)**C Construction**

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

D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit of work, acceptably completed under the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Concrete Pavement Joint Layout	LS

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

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

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

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

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

Payment is full compensation for furnishing, hauling, and applying the water.
(NER12-1010)

87. Concrete Weir Inside Manhole, Item SPV.0165.01.

A Description

This special provision describes constructing a concrete weir inside a storm sewer manhole.

B Materials

Provide grade A, A-2, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for class II ancillary concrete as specified in standard spec 716.

Furnish reinforcement that is according to the pertinent requirements of standard spec standard spec 505.

C Construction

C.1 Reinforcement Bars Installation

Drill holes for the reinforcement bars into the base of the manhole at the depth and spacing as shown on the plan details. Anchor the reinforcement bars in the manhole base using an epoxy adhesive. Attach the horizontal reinforcement bars at the spacing shown on the plan details.

C.2 Forms

Furnish and use wood or metal forms straight and of sufficient strength to resist springing, tipping, or other displacement during depositing and consolidating the concrete. If using

wood forms, provide surfaced plans, at least 2-inch nominal thickness stock. If using metal forms, ensure they are the engineer-approved section with a flat surface on top. Use forms as deep as the depth from the top of the base of the manhole to the top of weir elevation as shown on the plan details. Securely brace the forms and make the forms tight to prevent mortar leakage. Clean and oil all before placing concrete against them.

C.3 Placing and Finishing Concrete

The engineer will check and approve the forms and reinforcement before placing the concrete. Deposit the concrete to the required depth and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface.

C.4 Curing

Cure the concrete as specified in standard spec 415.3.12.

C.5 Removing Forms

Remove forms after the concrete is cured.

D Measurement

The department will measure Concrete Weir Inside Manhole bid items by the square foot, acceptably completed. The measured area equals the vertical depth of the weir multiplied by the horizontal length of the weir.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Concrete Weir Inside Manhole	SF

Payment is full compensation for furnishing all materials, including concrete and reinforcement; for providing and removing the forms; for disposing of surplus material; for placing, finishing, and curing.

88. Removing Brick Pavers, Item SPV.0165.02.

A Description

This special provision describes removing, hauling and disposing of brick pavers.

B (Vacant)

C Construction

Remove, haul and dispose of landscaping items.

The contractor becomes the owner of the removed landscaping items and is responsible for their disposal as specified for disposing of materials under standard spec 204.3.1.3.

D Measurement

The department will measure Removing Brick Pavers by the square foot of surface area, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Removing Brick Pavers	SF

Payment is full compensation for removing, hauling and disposing of landscaping items.

89. Salvaging Brick Pavers, Item SPV.0165.03.**A Description**

This special provision describes removing brick pavers and storing pavers to be reinstalled as hereinafter provided.

B (Vacant)**C Construction**

Take photographs of the areas where brick pavers will be reinstalled. Remove existing brick pavers, handle, and store in such a manner to preclude damage to the pavers. The contractor without additional compensation shall replace any damage to the brick pavers by the removal operations (of the contractor).

Brick pavers shall be stockpiled with the right-of-way in a location to be approved by the engineer. Pavers not used for the contract item of Setting Brick Pavers shall become property of the contractor and shall be removed from the project site.

D Measurement

The department will measure Salvaging Brick Pavers in area by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Salvaging Brick Pavers	SF

Payment is full compensation for removing, hauling, and stockpiling of brick pavers; taking photographs of the areas where brick pavers will be re-installed.

90. Setting Brick Pavers, Item SPV.0165.04.

A Description

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

B Materials

Furnish sand/cement joint filler with 3 parts polymer sand and 1 part Portland cement by volume.

Furnish bedding material meeting the requirements of standard spec 350.

Furnish geotextile fabric type DF in accordance to standard spec 645.2.4.

C Construction

Prepare foundation grade in accordance to the pertinent provisions of the standard spec 602.3. Engineer to approve grade prior to placing subbase material. Place geotextile fabric on grade and then place 3-inches of compacted subbase material. Install brick pavers to match the paver pattern of the existing path using edge restraints to ensure that the line and grade are maintained.

Slope the paving brick evenly and ensure that they are flush with the surrounding masonry. The face of the paving brick shall be flush with the sidewalk surface. Install the brick pavers in the same pattern as the existing pattern. Photographs shall be taken of the areas to have the brick pavers reinstalled under bid item Removing Brick Pavers.

Make necessary brick paving cuts with a power saw; and protect clean-cut edges. The department will not accept brick pavers with chipped surfaces or irregular cuts.

Seal the joints with joint filler and then compact the pavers in place using a plate compactor. Clean surface when compaction operations are completed.

D Measurement

The department will measure Setting Brick Pavers by the square foot of surface area, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.04	Setting Brick Pavers	SF

Payment is full compensation for furnishing bedding material, sand/cement joint filler, and filter fabric; handling salvaged brick pavers; and for making necessary brick paving cuts.

91. Modular Block Wall, Item SPV.0165.05.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years.

B Materials

B.1 Design Requirements

It is the responsibility of the contractor to supply a design and supporting documentation as required by this special provision for review by the department to show that the proposed wall design is in compliance with the design specifications. The following shall be submitted to the engineer for review and acceptance no later than 21 days before wall construction will begin.

The design/shop plans shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8 1/2 inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin. Four copies of the shop drawings and two copies of the design calculations and supporting materials shall be submitted.

The design of the Modular Block Gravity Wall shall be in conformance with the latest edition of the AASHTO Standard Specifications for Highway Bridges including interim specifications, the standard specifications, and standard engineering design procedures as determined by the department. The design must include analyses that clearly show the factors of safety for overturning, sliding and soil bearing stress. The width of the modular block from front face to back face of the wall shall be given in the design computations and shown on the wall shop drawings.

The minimum embedment to the bottom of the modular block shall be 1 foot 6 inches, or as specified in the plan.

B.2 Wall System Components

Materials furnished under this contract shall conform to the requirements hereinafter provided.

B.2.1 Backfill

Wall Backfill, Type A, shall comply with the requirements for coarse aggregate No. 1 as given in standard spec 501.2.5.4. All backfill placed within a zone from the base of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back

face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

A layer of Geotextile Fabric Type “DF” (Schedule B) shall be placed vertically between the retained soil and the Type A backfill. The geotextile fabric shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the Type A backfill to the back of block wall facing.

B.2.2 Wall Facing

Provide wall facing units that consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that will develop a mechanical connection between vertical block layers. Units that are cracked, chipped or have other imperfections in accordance to ASTM C1372 or excessive efflorescence shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan, or chosen by the engineer.

The top course of facing units shall be a solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. A formed cast-in-place concrete cap may also be used to finish the wall. A cap of this type shall be designed to have texture, color, and shall have an appearance that complements the remainder of the wall. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap to correspond with each 24-inch change in vertical wall height or at a maximum spacing of 10 feet. Concrete for all cast-in-place caps shall be Grade A and shall conform to the requirements of standard spec 501.3.

Block dimensions may vary no more than $\pm 1/8$ inch from the standard values published by the manufacturer, in accordance to ASTM C1372. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. Also the minimum allowed thickness of any other portion of the block is 2 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for modular blocks shall conform to the requirements of ASTM C1372 section 4.1 and 4.2. Modular blocks shall meet the following requirements.

TEST	METHOD	REQUIREMENT
Compressive Strength (psi)	ASTM C140	5000 min.
Water Absorption (%)	ASTM C140	6 max.
Freeze-Thaw Loss (%)	ASTM C1262 ⁽¹⁾	
40 cycles, 5 of 5 samples		1.0 max. ⁽²⁾
50 cycles, 4 of 5 samples		1.5 max. ⁽²⁾

⁽¹⁾ Test shall be run using a 3% saline solution.

⁽²⁾ Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes, certified blocks are not available when required. At the time of delivery of the certified blocks, furnish the engineer a certified test report from a department-approved independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducting the sampling and testing, the type of block, the date sampled, name of the person who conducted the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. A lot shall not exceed 5000 blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at the contractor's expense.

A department-approved independent testing laboratory shall control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection. The representative of the independent testing laboratory shall identify five pallets of blocks by random numbers and shall then select one block from each of these pallets. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. Remove all rejected blocks from the project at no expense to the department.

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not do freeze-thaw testing on blocks less than 45 days old. If a random sample of 5 blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), remove from the project site all blocks from the failed lot not installed in the finished work at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

B.2.3 Leveling Pad

For all walls over 5 feet tall measured from the top of the leveling pad to the top of the wall, the wall leveling pad shall consist of a poured concrete masonry pad made from Grade A concrete as specified in standard spec 501. The depth of the leveling pad shall be as shown on the plans or 6-inches minimum. The leveling pad shall be as wide as the blocks plus 6-inches. Six inches of leveling pad shall extend beyond the front face of the blocks. The bottom of the blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad. A concrete leveling pad shall be used for the entire length of the wall. All walls with a Structure Number assigned (such as R-XX-XXX) shall be built using the concrete leveling pad given above. The leveling pad shall step to follow the

general slope of the ground line. The leveling pads steps shall keep the bottom of the wall within one block's thickness of the minimum embedment, i.e. minimum embedment plus up to the thickness of one block. Additional embedment may be detailed but will not be measured for payment.

On walls less than or equal to 5 feet in height without a wall number assigned, a compacted leveling pad made from base aggregate dense 1 1/4 inch as given in standard spec 305 may be used. The depth of the aggregate leveling pad shall be as shown on the plans or 12-inches minimum. The aggregate leveling pad shall be as wide as the blocks plus 12 inches with 12 inches of pad extending beyond the front face of the wall.

B.3 Architectural Requirements

The face color of the block shall be a natural limestone color. The face finish of the block shall be a sculptured rock face in straight configuration. Contractor shall provide a sample of the block color and face at least 14 days prior to the installation of the modular block wall. engineer shall approve the sample prior to the installation of the modular block wall.

C Construction

C.1 General

Construct the modular block gravity wall in accordance to the manufacturer's instructions at the locations and to the dimensions shown on the plan and as directed by the engineer. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the front face of the wall.

Place materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units.

Compact each layer of wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units. At no expense to the department, correct any such damage or misalignment as directed by the engineer.

Do not operate tracked or wheeled equipment within 3 feet of the back face of the blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

After construction of the wall, restore the surrounding area located above and below all precast block retaining wall sites to its original condition and to the finished details on the plans.

C.2 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. The allowable soil bearing capacity is given on the plan. After completion of excavation, the department's District Soils Engineer will inspect the site and will determine if the foundation is adequate for the intended loads. Allow the regional soils engineer two working days to perform the inspection.

E Measurement

The department will measure Modular Block Wall in area by the square foot of face on a vertical plane between the top of the leveling pad and a line indicating the top of wall including wall cap or copings as required and shown on the plans. Unless directed by the engineer, wall area constructed above or below these limits will not be measured for payment.

F Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.05	Modular Block Wall	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of surplus materials; supplying all necessary wall components to produce a functional system including cap and copings; constructing the retaining system; providing backfill, backfilling, and compacting the backfill; and for furnishing and installing geotextile fabric. Parapets, railings, and other items above the wall cap or coping will be paid for separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively.

92. Stamped Concrete Sidewalk 4-Inch, Item SPV.0165.06.

A Description

This special provision describes the construction of stamped concrete for sidewalk in accordance with the standard spec 602, as shown on the plans, and as hereinafter provided.

B Materials

The contractor shall use a rough slate textured stamp for stamping the concrete. The contractor shall obtain approval for the stamp texture before placing the stamped concrete sidewalk. The engineer will base approval either on successful performance history or on trial batches. Upon engineer approval, the submitted sample panel or the test slab will be the visual quality standard for finished work under the contract.

C Construction

Construct stamped concrete sidewalk in accordance with section 602 of the standard specifications and as herein provided.

C.1 Placement

Uniformly apply liquid release agent onto the concrete while it is still in a plastic state to provide clean release of imprinting tools from the concrete surface without lifting imprint or tearing concrete.

While initially finished concrete is in plastic state, accurately align and place imprinting stamps. Monitor the setting up of the concrete. Once the concrete has set to the point it can be stamped, begin stamping. Uniformly pound or press imprint tools into concrete to produce required pattern and depth of imprint on concrete surface. Remove platform tools immediately. Hand texture and stamp edges and surfaces unable to be imprinted by stamp mats. Touch up imperfections such as broken corners, double imprints and surface cracks.

Stamp concrete consistently so that stamped concrete does not have a vertical elevation difference of ½ inch or depressions in concrete capable of causing ponding water or ice. For concrete hand stamp edges and surfaces that are unable to be imprinted by platform tools, use texture mats and single blade hand stamps to match platform tool stamping pattern. Finish imprinting to match pre-construction mock ups.

D Measurement

The department will measure Stamped Concrete Sidewalk 4-Inch by the square foot of surface area, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.06	Stamped Concrete Sidewalk 4-Inch	SF

Payment for Stamped Concrete Sidewalk 4-Inch bid item is full compensation in accordance with standard spec 602.5.2.

93. Concrete Pavement, Cold Weather Covering, Plastic 1 Layer, Item SPV.0180.01; Plastic 2 Layers, Item SPV.0180.02; Plastic/Hay/Plastic or Blanket, Item SPV.0180.03.

A Description

Place protective covering in accordance to standard spec 415.3.13, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Furnish materials that meet the requirements specified in standard spec 415.3.13.2.

C (Vacant)

D Measurement

The department will measure the Concrete Pavement Cold Weather Covering (Type) in area by the square yard, 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.0180.01	Concrete Pavement, Cold Weather Covering, Plastic 1 Layer	SY
SPV.0180.02	Concrete Pavement, Cold Weather Covering, Plastic 2 Layers	SY
SPV.0180.03	Concrete Pavement, Cold Weather Covering, Plastic/Hay/Plastic or Blanket	SY

Payment is full compensation for supplying the plastic, hay, and material sufficient to weight down the insulating materials to withstand wind; and for furnishing all labor, tools, equipment, and incidentals required to place, remove, replace, and dispose of all covering materials as required during normal concreting operations. Heating of water or aggregates, or both, if deemed necessary by the contractor to maintain placement temperature, is incidental to this item.

(NER11-0214)

94. Temporary Pavement, Item SPV.0180.04.**A Description**

This special provision describes constructing, maintaining, and removing temporary pavement as shown on the plans and hereinafter provided.

B Materials

Furnish Asphaltic Surface Temporary in accordance to standard spec 465 OR furnish Concrete Base in accordance to standard spec 320.

Furnish Base Aggregate Dense 1 1/4" in accordance to standard spec 305.

Furnish a bond breaker material, which will protect new permanent concrete pavement from Temporary Pavement Contractor Choice and allow for easy removal of Temporary Pavement Contractor Choice without damage to new concrete pavement. Approve the bond breaker material with the engineer.

C Construction

Construct Asphaltic Surface Temporary to a minimum of 5-inches over 10-inches of Base Aggregate Dense 1 1/4-inch

OR

Construct Concrete Base 6-Inch over 4 inches of Base Aggregate Dense 1 1/4-Inch.

Construct Asphaltic Surface Temporary in accordance to standard spec 465.

Construct Concrete Base 6-Inch in accordance to standard spec 320. Delete standard spec 320.3.1.1 and replace with the following: Consolidate and finish as specified for concrete pavement under standard spec 415.3.11, except the engineer will not require surface testing and connection under standard spec 415.3.11.8. Float finishing under standard spec 415.3.11.4 and turf drag or tining under standard spec 415.3 .11. 6 are required as directed by the engineer. *Modify standard spec 320.3.2.2 as follows:* The department will not require ties to the existing pavement

Place new Base Aggregate Dense 1 ¼-Inch in accordance to standard spec 305.

Repair potholes, rutting, or pavement failure in existing pavement surface or temporary pavement surfaces as directed by the engineer.

When placing Temporary Pavement adjacent to new permanent concrete pavement, place bond breaker material between the pavements to protect the new permanent concrete pavement and to facilitate easy removal of Temporary Pavement without damage to new concrete pavement.

D Measurement

The department will measure Temporary Pavement by the square yard of surface area, 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.0180.04	Temporary Pavement	SY

Payment is full compensation for furnishing all necessary materials; excavation, hauling, and disposal; furnishing and placing Base Aggregate Dense 1 ¼-Inch under the Temporary Pavement; and for furnishing and placing pavement repair material.

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

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

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

I. BASIC CONCEPTS

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

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

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

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

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

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

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

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

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

6. Bidder's Appeal Process

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

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

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

7. Department's Criteria for DBE Participation

Department's DBE List

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

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

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

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

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

15. DBE Replacement

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

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

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone _____
Fax _____
Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISION 6**ASP 6 - Modifications to the standard specifications**

Make the following revisions to the standard specifications:

450.3.2.1 General

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

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

450.5 Payment

Replace the entire text with the following effective with the May 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 the quality of HMA pavement placed in cold weather. 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 the paragraphs one and two with the following effective with the January 2015 letting:

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is dry and reasonably free of loose dirt, dust, or other foreign matter. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.050 to 0.070 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the December 2014 letting:

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm
50.0-mm	100						
37.5-mm	90 – 100	100					
25.0-mm	90 max	90 - 100	100				
19.0-mm	—	90 max	90 - 100	100		100	
12.5-mm	—	—	90 max	90 - 100	100	90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	58 - 72	90 - 100
4.75-mm	—	—	—	—	90 max	25 - 35	35 - 45
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 – 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 ^[1]	15.0 ^[2]	16.0	17.0

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

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

460.3.4 Cold Weather Paving

Add a new subsection as follows effective with the May 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 that introduces water into the mix.
 - 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 May 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. The department will not pay for HMA Cold Weather Paving for HMA placed on days when the department is assessing liquidated damages.
- (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 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.

506.3.2 Shop Drawings

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

- (1) Ensure that shop drawings conform to the contract plans and provide additional details, dimensions, computations, and other information necessary for completely fabricating and erecting the work. Include project and structure numbers on each shop drawing sheet.
- (2) Check shop drawings and submit electronically to the department for review before beginning fabrication. For primary fabrication items, also certify that shop drawings conform to quality control standards by submitting department form DT2333. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.
- (3) Shop drawings are part of the contract. The department must approve differences between shop drawings and contract plans. The contractor bears the costs of department-approved substitutions. Do not deviate from or revise drawings without notifying the department and resubmitting revised drawings.
- (4) Ensure that the fabricator delivers 3 sets of shop drawings for railroad structures to the railroad company upon contract completion.

Bid Items Added

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

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

Errata

Make the following corrections to the standard specifications:

501.3.2.4.4 Water Reducer

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

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

506.5 Payment

Correct errata by changing the reference to 506.3.22.

- (9) The department will limit costs for inspections conducted under 506.3.22 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

ADDITIONAL SPECIAL PROVISION 7

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

ADDITIONAL SPECIAL PROVISION 9
Electronic Certified Payroll Submittal

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

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DECEMBER 2013

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
DOOR 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, 2015

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

OVERTIME: Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

FUTURE INCREASE: If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

PREMIUM PAY: If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

SUBJOURNEY: Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	30.85	17.61	48.46
Carpenter	32.72	16.00	48.72
Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. 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.			
Cement Finisher	33.86	17.96	51.82
Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	32.82	20.16	52.98
Fence Erector	23.73	19.09	42.82
Ironworker	29.27	23.97	53.24
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Line Constructor (Electrical)	39.50	16.70	56.20
Painter	23.62	9.07	32.69
Pavement Marking Operator	24.10	25.75	49.85
Piledriver	33.24	16.00	49.24
Future Increase(s): Add \$1.44/hr on 6/1/2015; Add \$1.44/hr on 6/1/2016. 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.			
Roofer or Waterproofer	21.00	6.81	27.81
Teledata Technician or Installer	22.25	12.24	34.49

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Tuckpointer, Caulker or Cleaner	30.85	17.61	48.46
Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.98	46.58
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.63	33.38

TRUCK DRIVERS

Single Axle or Two Axle	25.18	18.31	43.49
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Three or More Axle	25.28	18.31	43.59
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptror, Off Road Material Hauler	30.27	21.15	51.42
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Pavement Marking Vehicle	33.22	14.77	47.99
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	24.52	17.77	42.29

LABORERS

General Laborer	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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	18.00	0.00	18.00
Landscaper	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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 \$1.25/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).			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Flagperson or Traffic Control Person	26.76	15.14	41.90
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
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 \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	8.92	27.25
Railroad Track Laborer	17.00	2.96	19.96

HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).	37.72	21.15	58.87
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Backhoe (Track Type) Having a Mfr.'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.	37.22	21.15	58.37
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Air 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 Mfr.'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);	36.72	21.15	57.87

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
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 & A- Frames. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.72	21.15	57.87
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; Oilier; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.17	21.15	57.32
Fiber Optic Cable Equipment.	28.89	17.95	46.84
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	15.94	51.66

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	35.46	20.40	55.86

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: March 20, 2015

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
Group 1:	General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$29.04	14.53	1 & 2 Axles	25.18	18.31	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	29.14	14.53	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.38	18.31	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	29.19	14.53				
Group 4:	Line and Grade Specialist	29.39	14.53				
Group 5:	Blaster and Powderman	29.24	14.53				
Group 6:	Flagperson; Traffic Control.....	25.67	14.53				

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.85	17.85	
Carpenter	30.48	15.80	
Millwright	32.11	15.80	
Piledriverman	30.98	15.80	
Ironworker	28.72	23.47	
Cement Mason/Concrete Finisher	32.65	17.44	
Electrician		See Page 3	
Line Construction			
Lineman.....	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	

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; Modification #1 dated January 16, 2015; Modification #2 dated March 20, 2015.

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: March 20, 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); end loader 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, end loader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$36.46	\$20.93
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper.	\$36.17	\$20.93
			Group 6: Off - road material hauler with or without ejector	\$30.27	\$20.93
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 20, 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:	29.32	28.50% + 9.27		
Area 5	28.96	24.85% + 9.70		
Area 6	35.25	19.30	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	31.30	24.93% + 10.40	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 -			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.
CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.				
Area 2 -				
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES				
Area 3 -				
FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)				

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150512038PROJECT(S):
4610-06-71FEDERAL ID(S):
WISC 2015295

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 Contract Items

0010	108.4300 RBC Progress Schedule	EACH	1.000	.	.
0020	201.0105 Clearing	STA	5.000	.	.
0030	201.0120 Clearing	ID	469.000	.	.
0040	201.0205 Grubbing	STA	5.000	.	.
0050	201.0220 Grubbing	ID	488.000	.	.
0060	203.0100 Removing Small Pipe Culverts	EACH	3.000	.	.
0070	204.0100 Removing Pavement	SY	162.000	.	.
0080	204.0110 Removing Asphaltic Surface	SY	454.000	.	.
0090	204.0130 Removing Curb	LF	100.000	.	.
0100	204.0150 Removing Curb & Gutter	LF	6,755.000	.	.

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0155 Removing Concrete Sidewalk	3,290.000 SY	.		.	
0120	204.0165 Removing Guardrail	90.000 LF	.		.	
0130	204.0195 Removing Concrete Bases	17.000 EACH	.		.	
0140	204.0210 Removing Manholes	7.000 EACH	.		.	
0150	204.0215 Removing Catch Basins	3.000 EACH	.		.	
0160	204.0220 Removing Inlets	20.000 EACH	.		.	
0170	204.0240 Site Clearance (parcel) 01. Parcel 37	LUMP	LUMP		.	
0180	204.0245 Removing Storm Sewer (size) 01. 10-Inch	16.000 LF	.		.	
0190	204.0245 Removing Storm Sewer (size) 02. 12-Inch	491.000 LF	.		.	
0200	204.0245 Removing Storm Sewer (size) 03. 15-Inch	345.000 LF	.		.	
0210	204.0245 Removing Storm Sewer (size) 04. 18-Inch	415.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0220	204.0245 Removing Storm Sewer (size) 05. 30-Inch	355.000 LF	.		.	
0230	204.0245 Removing Storm Sewer (size) 06. 42-Inch	110.000 LF	.		.	
0240	204.0250 Abandoning Manholes	2.000 EACH	.		.	
0250	204.0260 Abandoning Inlets	1.000 EACH	.		.	
0260	204.0265 Abandoning Wells	1.000 EACH	.		.	
0270	204.0280 Sealing Pipes	1.000 EACH	.		.	
0280	204.0291.S Abandoning Sewer	59.000 CY	.		.	
0290	205.0100 Excavation Common	22,547.000 CY	.		.	
0300	205.0200 Excavation Rock	3,419.000 CY	.		.	
0310	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	220.000 TON	.		.	
0320	205.1300 Presplitting Rock	800.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0330	209.0100 Backfill Granular	350.000 CY	.		.	
0340	213.0100 Finishing Roadway (project) 01. 4610-06-71	1.000 EACH	.		.	
0350	214.0100 Obliterating Old Road	2.000 STA	.		.	
0360	305.0110 Base Aggregate Dense 3/4-Inch	1,898.000 TON	.		.	
0370	305.0120 Base Aggregate Dense 1 1/4-Inch	11,920.000 TON	.		.	
0380	311.0110 Breaker Run	920.000 TON	.		.	
0390	405.0100 Coloring Concrete Red	100.000 CY	.		.	
0400	415.0080 Concrete Pavement 8-Inch	19,660.000 SY	.		.	
0410	415.0210 Concrete Pavement Gaps	6.000 EACH	.		.	
0420	415.1080 Concrete Pavement HES 8-Inch	3,830.000 SY	.		.	
0430	416.0160 Concrete Driveway 6-Inch	118.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0440	416.1010 Concrete Surface Drains	1.000 CY	.		.	
0450	440.4410.S Incentive IRI Ride	3,600.000 DOL	1.00000		3600.00	
0460	455.0122 Asphaltic Material PG64-34	98.000 TON	.		.	
0470	455.0605 Tack Coat	490.000 GAL	.		.	
0480	460.1101 HMA Pavement Type E-1	1,736.000 TON	.		.	
0490	460.2000 Incentive Density HMA Pavement	840.000 DOL	1.00000		840.00	
0500	460.4000 HMA Cold Weather Paving	100.000 TON	.		.	
0510	465.0120 Asphaltic Surface Driveways and Field Entrances	231.000 TON	.		.	
0520	465.0125 Asphaltic Surface Temporary	2,444.000 TON	.		.	
0530	465.0315 Asphaltic Flumes	7.000 SY	.		.	
0540	520.8000 Concrete Collars for Pipe	6.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0550	520.9700.S Culvert Pipe Liners (size) 01. 30-INCH	134.000 LF	.		.	
0560	520.9750.S Cleaning Culvert Pipes for Liner Verification	1.000 EACH	.		.	
0570	601.0205 Concrete Gutter 24-Inch	218.000 LF	.		.	
0580	601.0342 Concrete Curb & Gutter Integral 18-Inch	5,593.000 LF	.		.	
0590	601.0405 Concrete Curb & Gutter 18-Inch Type A	2,284.000 LF	.		.	
0600	601.0407 Concrete Curb & Gutter 18-Inch Type D	782.000 LF	.		.	
0610	601.0409 Concrete Curb & Gutter 30-Inch Type A	229.000 LF	.		.	
0620	601.0411 Concrete Curb & Gutter 30-Inch Type D	1,505.000 LF	.		.	
0630	601.0600 Concrete Curb Pedestrian	257.000 LF	.		.	
0640	602.0405 Concrete Sidewalk 4-Inch	42,590.000 SF	.		.	
0650	602.0415 Concrete Sidewalk 6-Inch	4,375.000 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0660	602.0515 Curb Ramp Detectable Warning Field Natural Patina	312.000 SF	.		.	
0670	602.1500 Concrete Steps	58.000 SF	.		.	
0680	607.0406 Storm Sewer Pipe Composite 6-Inch	13.000 LF	.		.	
0690	607.0408 Storm Sewer Pipe Composite 8-Inch	47.000 LF	.		.	
0700	607.0410 Storm Sewer Pipe Composite 10-Inch	17.000 LF	.		.	
0710	607.0412 Storm Sewer Pipe Composite 12-Inch	11.000 LF	.		.	
0720	607.5000 Storm Sewer Rock Excavation	2,300.000 CY	.		.	
0730	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	954.000 LF	.		.	
0740	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	471.000 LF	.		.	
0750	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	183.000 LF	.		.	
0760	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	716.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0770	608.0427 Storm Sewer Pipe Reinforced Concrete Class IV 27-Inch	173.000 LF	.		.	
0780	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	1,106.000 LF	.		.	
0790	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	1,002.000 LF	.		.	
0800	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	262.000 LF	.		.	
0810	608.0454 Storm Sewer Pipe Reinforced Concrete Class IV 54-Inch	49.000 LF	.		.	
0820	610.0143 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 43x68-Inch	430.000 LF	.		.	
0830	610.0414 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	108.000 LF	.		.	
0840	610.0424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	459.000 LF	.		.	
0850	611.0535 Manhole Covers Type J-Special	34.000 EACH	.		.	
0860	611.0609 Inlet Covers Type B-A	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0870	611.0612 Inlet Covers Type C	5.000 EACH	.		.	
0880	611.0624 Inlet Covers Type H	46.000 EACH	.		.	
0890	611.0639 Inlet Covers Type H-S	6.000 EACH	.		.	
0900	611.0645 Inlet Covers Type MS-A	2.000 EACH	.		.	
0910	611.0654 Inlet Covers Type V	3.000 EACH	.		.	
0920	611.1004 Catch Basins 4-FT Diameter	17.000 EACH	.		.	
0930	611.1005 Catch Basins 5-FT Diameter	2.000 EACH	.		.	
0940	611.1006 Catch Basins 6-FT Diameter	1.000 EACH	.		.	
0950	611.1230 Catch Basins 2x3-FT	41.000 EACH	.		.	
0960	611.2004 Manholes 4-FT Diameter	1.000 EACH	.		.	
0970	611.2005 Manholes 5-FT Diameter	11.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0980	611.2006 Manholes 6-FT Diameter	12.000 EACH	.		.	
0990	611.2007 Manholes 7-FT Diameter	2.000 EACH	.		.	
1000	611.3220 Inlets 2x2-FT	1.000 EACH	.		.	
1010	611.3901 Inlets Median 1 Grate	2.000 EACH	.		.	
1020	611.8110 Adjusting Manhole Covers	4.000 EACH	.		.	
1030	611.8120.S Cover Plates Temporary	4.000 EACH	.		.	
1040	611.9900.S Drain Slotted Vane	1.000 EACH	.		.	
1050	612.0106 Pipe Underdrain 6-Inch	3,483.000 LF	.		.	
1060	612.0404 Pipe Underdrain Wrapped 4-Inch	155.000 LF	.		.	
1070	612.0902.S Insulation Board Polystyrene (inch) 01. 2-Inch	209.000 SY	.		.	
1080	612.0902.S Insulation Board Polystyrene (inch) 02. 4-Inch	30.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1090	616.0700.S Fence Safety	4,375.000				
		LF	.		.	
1100	618.0100 Maintenance And Repair of Haul Roads (project) 01. 4610-06-71	1.000				
		EACH	.		.	
1110	619.1000 Mobilization	1.000				
		EACH	.		.	
1120	620.0100 Concrete Corrugated Median	230.000				
		SF	.		.	
1130	624.0100 Water	206.300				
		MGAL	.		.	
1140	625.0100 Topsoil	8,156.000				
		SY	.		.	
1150	628.1504 Silt Fence	2,940.000				
		LF	.		.	
1160	628.1520 Silt Fence Maintenance	936.000				
		LF	.		.	
1170	628.1905 Mobilizations Erosion Control	15.000				
		EACH	.		.	
1180	628.1910 Mobilizations Emergency Erosion Control	6.000				
		EACH	.		.	
1190	628.2008 Erosion Mat Urban Class I Type B	5,554.000				
		SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1200	628.2037 Erosion Mat Class III Type C	380.000 SY	.		.	
1210	628.7005 Inlet Protection Type A	55.000 EACH	.		.	
1220	628.7010 Inlet Protection Type B	12.000 EACH	.		.	
1230	628.7015 Inlet Protection Type C	69.000 EACH	.		.	
1240	628.7020 Inlet Protection Type D	8.000 EACH	.		.	
1250	628.7560 Tracking Pads	4.000 EACH	.		.	
1260	628.7570 Rock Bags	108.000 EACH	.		.	
1270	629.0205 Fertilizer Type A	6.000 CWT	.		.	
1280	630.0140 Seeding Mixture No. 40	116.000 LB	.		.	
1290	630.0200 Seeding Temporary	233.000 LB	.		.	
1300	631.0300 Sod Water	60.000 MGAL	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1310	631.1000 Sod Lawn	2,630.000 SY	.		.	
1320	634.0614 Posts Wood 4x6-Inch X 14-FT	25.000 EACH	.		.	
1330	634.0616 Posts Wood 4x6-Inch X 16-FT	14.000 EACH	.		.	
1340	634.0618 Posts Wood 4x6-Inch X 18-FT	6.000 EACH	.		.	
1350	634.0810 Posts Tubular Steel 2x2-Inch X 10-FT	5.000 EACH	.		.	
1360	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	3.000 EACH	.		.	
1370	637.2210 Signs Type II Reflective H	393.620 SF	.		.	
1380	637.2230 Signs Type II Reflective F	110.500 SF	.		.	
1390	638.2602 Removing Signs Type II	54.000 EACH	.		.	
1400	638.3000 Removing Small Sign Supports	51.000 EACH	.		.	
1410	642.5401 Field Office Type D	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1420	643.0100 Traffic Control (project) 01. 4610-06-71	1.000 EACH	.		.	
1430	643.0300 Traffic Control Drums	19,035.000 DAY	.		.	
1440	643.0420 Traffic Control Barricades Type III	6,070.000 DAY	.		.	
1450	643.0705 Traffic Control Warning Lights Type A	8,255.000 DAY	.		.	
1460	643.0715 Traffic Control Warning Lights Type C	6,750.000 DAY	.		.	
1470	643.0900 Traffic Control Signs	9,950.000 DAY	.		.	
1480	643.0920 Traffic Control Covering Signs Type II	11.000 EACH	.		.	
1490	643.1050 Traffic Control Signs PCMS	28.000 DAY	.		.	
1500	643.2000 Traffic Control Detour (project) 01. 4610-06-71	1.000 EACH	.		.	
1510	643.3000 Traffic Control Detour Signs	23,180.000 DAY	.		.	
1520	646.0106 Pavement Marking Epoxy 4-Inch	9,685.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1530	646.0126 Pavement Marking Epoxy 8-Inch	185.000 LF	.		.	
1540	646.0600 Removing Pavement Markings	7,400.000 LF	.		.	
1550	647.0256 Pavement Marking Symbols Epoxy	4.000 EACH	.		.	
1560	647.0456 Pavement Marking Curb Epoxy	2,055.000 LF	.		.	
1570	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	88.000 LF	.		.	
1580	647.0656 Pavement Marking Parking Stall Epoxy	5,510.000 LF	.		.	
1590	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	1,890.000 LF	.		.	
1600	647.0856 Pavement Marking Concrete Corrugated Median Epoxy	90.000 SF	.		.	
1610	648.0100 Locating No-Passing Zones	12.570 MI	.		.	
1620	649.0200 Temporary Pavement Marking Reflective Paint 4-Inch	131,310.000 LF	.		.	

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1630	650.4000 Construction Staking Storm Sewer	107.000 EACH	.		.	
1640	650.4500 Construction Staking Subgrade	5,557.000 LF	.		.	
1650	650.5000 Construction Staking Base	1,496.000 LF	.		.	
1660	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,435.000 LF	.		.	
1670	650.7000 Construction Staking Concrete Pavement	4,060.000 LF	.		.	
1680	650.8500 Construction Staking Electrical Installations (project) 01. 4610-06-71	LUMP	LUMP		.	
1690	650.9910 Construction Staking Supplemental Control (project) 01. 4610-06-71	LUMP	LUMP		.	
1700	650.9920 Construction Staking Slope Stakes	5,549.000 LF	.		.	
1710	652.0215 Conduit Rigid Nonmetallic Schedule 40 1 1/4-Inch	5,632.000 LF	.		.	
1720	654.0105 Concrete Bases Type 5	34.000 EACH	.		.	

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1730	654.0200 Concrete Control Cabinet Bases Type 6	1.000 EACH	.		.	
1740	655.0610 Electrical Wire Lighting 12 AWG	2,754.000 LF	.		.	
1750	655.0615 Electrical Wire Lighting 10 AWG	9,808.000 LF	.		.	
1760	655.0620 Electrical Wire Lighting 8 AWG	5,740.000 LF	.		.	
1770	655.0625 Electrical Wire Lighting 6 AWG	850.000 LF	.		.	
1780	655.0630 Electrical Wire Lighting 4 AWG	5,549.000 LF	.		.	
1790	655.0635 Electrical Wire Lighting 2 AWG	11,193.000 LF	.		.	
1800	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. Station 625+45 RT	LUMP	LUMP		.	
1810	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	.		.	
1820	690.0150 Sawing Asphalt	1,850.000 LF	.		.	
1830	690.0250 Sawing Concrete	842.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1840	715.0415 Incentive Strength Concrete Pavement	1,307.000 DOL	1.00000		1307.00	
1850	999.1500.S Crack and Damage Survey	LUMP	LUMP		.	
1860	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	4,000.000 HRS	5.00000		20000.00	
1870	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	5,280.000 HRS	5.00000		26400.00	
1880	SPV.0035 Special 01. Sanitary Sewer and Water Main Rock Excavation	570.000 CY	.		.	
1890	SPV.0035 Special 02. Rock Trenching Special	700.000 CY	.		.	
1900	SPV.0035 Special 03. Coloring Concrete Brown	52.000 CY	.		.	
1910	SPV.0060 Special 01. Sanitary Manhole Frame & Lid Special	4.000 EACH	.		.	
1920	SPV.0060 Special 02. Sanitary Manhole Outside Drop Specia	2.000 EACH	.		.	
1930	SPV.0060 Special 03. Exposing Existing Water Main	10.000 EACH	.		.	
1940	SPV.0060 Special 04. Water Service Connection Set Special	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1950	SPV.0060 Special 05. Sanitary Manhole Special	2.000 EACH	.		.	
1960	SPV.0060 Special 06. Decorative Light Poles and Assemblie	34.000 EACH	.		.	
1970	SPV.0060 Special 07. Salvaged Decorative Light Poles	9.000 EACH	.		.	
1980	SPV.0060 Special 08. Stormwater Treatment Device	2.000 EACH	.		.	
1990	SPV.0060 Special 09. Storm Sewer Tee 54-Inch x 18-Inch	1.000 EACH	.		.	
2000	SPV.0060 Special 10. Storm Sewer Tap	5.000 EACH	.		.	
2010	SPV.0060 Special 11. Storm Sewer Plug	2.000 EACH	.		.	
2020	SPV.0060 Special 12. Manholes 10-FT Diameter	7.000 EACH	.		.	
2030	SPV.0060 Special 13. Removing Tree Protectors	3.000 EACH	.		.	
2040	SPV.0060 Special 14. Concrete 30x24-Inch Transition	1.000 EACH	.		.	
2050	SPV.0060 Special 15. Adjusting Sanitary Manhole Cover	19.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2060	SPV.0060 Special 16. Adjusting Water Valve Box	27.000 EACH	.		.	
2070	SPV.0060 Special 17. Reconnecting Existing Storm Sewer Lateral	3.000 EACH	.		.	
2080	SPV.0075 Special 01. Street Sweeping	72.000 HRS	.		.	
2090	SPV.0090 Special 01. Water Service Lateral 1-Inch Copper Special	39.000 LF	.		.	
2100	SPV.0090 Special 02. Water Main 6-Inch Ductile Iron Special	30.000 LF	.		.	
2110	SPV.0090 Special 03. Water Main 8-Inch Ductile Iron Special	334.000 LF	.		.	
2120	SPV.0090 Special 04. Water Main 10-Inch Ductile Iron Special	90.000 LF	.		.	
2130	SPV.0090 Special 05. Sanitary Sewer 8-Inch PVC Special	10.000 LF	.		.	
2140	SPV.0090 Special 06. Sanitary Sewer 10-Inch PVC Special	586.000 LF	.		.	
2150	SPV.0090 Special 07. Sanitary Sewer Televising Special	586.000 LF	.		.	
2160	SPV.0090 Special 08. Sanitary Sewer Lateral 4-Inch PVC Special	42.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2170	SPV.0090 Special 09. Timber Fence	460.000 LF	.		.	
2180	SPV.0090 Special 10. Removing Timber Landscaping Wall	237.000 LF	.		.	
2190	SPV.0090 Special 11. Removing Landscaping Wall	133.000 LF	.		.	
2200	SPV.0090 Special 12. Abandoning Concrete Box Structure	52.000 LF	.		.	
2210	SPV.0090 Special 13. Joint Ties	1,745.000 LF	.		.	
2220	SPV.0090 Special 14. Covering Existing Parking Stall Line	1,920.000 LF	.		.	
2230	SPV.0090 Special 15. Handrail Special	30.000 LF	.		.	
2240	SPV.0090 Special 16. Concrete Curb and Gutter, Cold Weather Covering, Plastic 1 Layer	1,847.000 LF	.		.	
2250	SPV.0090 Special 17. Concrete Curb and Gutter, Cold Weather Covering, Plastic 2 Layers	924.000 LF	.		.	
2260	SPV.0090 Special 18. Concrete Curb and Gutter, Cold Weather Covering, Plastic/Hay/Plastic or Blanket	924.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2270	SPV.0090 Special 19. Salvaging and Resetting Landscaping Wall	8.000 LF	.		.	
2280	SPV.0090 Special 20. Salvaged Timber Retaining Wall	113.000 LF	.		.	
2290	SPV.0105 Special 01. Seismograph/Vibration Monitoring	LUMP	LUMP		.	
2300	SPV.0105 Special 02. Removing Landscaping Items From Parcel 37	LUMP	LUMP		.	
2310	SPV.0105 Special 03. Concrete Pavement Joint Layout	LUMP	LUMP		.	
2320	SPV.0120 Special 01. Water for Seeded Areas	94.000 MGAL	.		.	
2330	SPV.0165 Special 01. Concrete Weir Inside Manhole	38.000 SF	.		.	
2340	SPV.0165 Special 02. Removing Brick Pavers	7,860.000 SF	.		.	
2350	SPV.0165 Special 03. Salvaging Brick Pavers	285.000 SF	.		.	
2360	SPV.0165 Special 04. Setting Brick Pavers	285.000 SF	.		.	
2370	SPV.0165 Special 05. Modular Block Wall	438.000 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2380	SPV.0165 Special 06. Stamped Concrete Sidewalk 4-Inch	4,215.000 SF	.		.	
2390	SPV.0180 Special 01. Concrete Pavement, Cold Weather Covering, Plastic 1 Layer	4,439.000 SY	.		.	
2400	SPV.0180 Special 02. Concrete Pavement, Cold Weather Covering, Plastic 2 Layers	2,219.000 SY	.		.	
2410	SPV.0180 Special 03. Concrete Pavement, Cold Weather Covering, Plastic/Hay/Plastic or Blanket	2,219.000 SY	.		.	
2420	SPV.0180 Special 04. Temporary Pavement	640.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE