

HIGHWAY WORK PROPOSAL

Proposal Number:

48

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

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Eau Claire	7824-01-72	WISC 2015 302	C Altoona, Highland/Spooner Avenue - BUS 53 - USH 53	Local Street
Eau Claire	7824-01-73		C Altoona, Highland/Spooner Avenue - BUS 53 - USH 53	Local Street
Eau Claire	7824-01-74		C Altoona, Highland/Spooner Avenue - BUS 53 - USH 53	Local Street

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

Attach Proposal Guaranty on back of this PAGE.

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	<p>Firm Name, Address, City, State, Zip Code</p> <h1 style="margin: 0;">SAMPLE</h1> <h2 style="margin: 0;">NOT FOR BIDDING PURPOSES</h2> <p>This contract is exempt from federal oversight.</p>
Bid Submittal Due Date: May 12, 2015 Time (Local Time): 9:00 AM	
Contract Completion Time September 5, 2015	
Assigned Disadvantaged Business Enterprise Goal 15%	

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)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

For Department Use Only

Type of Work Pavement removal, curb and gutter removal, base aggregate, grading, pavement replacement, storm sewer, sanitary sewer, water main, curb and gutter, driveways, sidewalk, lawn restoration and pavement markings.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2007 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

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

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)

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Projects 7824-01-72, 7824-01-73 and 7824-01-74, C Altoona Highland/Spooner Avenue, BUS 53 - USH 53, Local Street, 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 removal, common excavation, sanitary sewer, water main, storm sewer, grading, base aggregate, HMA pavement, concrete curb and gutter, concrete driveway approaches, concrete sidewalk, restoration, pavement marking and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

Provide the 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 ten 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.

Notice to proceed will be issued to allow a construction start no earlier than June 11, 2015.

Construct temporary base course driveways and gap the curb and gutter for furnishing all businesses. The construction of these temporary driveways and gapping of the curb and gutter at the driveways is included as part of traffic control operations.

Notify residents and businesses 24 hours in advance if their direct access will be closed.

Arrange and conduct a meeting between the department local officials, city and county personnel, and emergency services to discuss the project schedule of operations, including vehicular and pedestrian access during construction operations. The first meeting will be held prior to the start of work under this contract. A weekly coordination meeting will be conducted on Thursdays in the City of Eau Claire Public Works Conference Room at a time set forth by the city.

Contact property owners 72 hours and again 24 hours in advance of an interruption of sanitary or water service.

4. Traffic.

General

Furnish, install, and maintain all barricades and warning devices within the construction zone and for the detour as shown in the plans. Notify the City of Eau Claire, City of Altoona, Eau Claire County and emergency services 48 hours prior to closing any street. Contact the Public Works Department at (715) 839-4934 for street closings.

Sign the detour route as indicated in the construction plans.

Highland Avenue and Spooner Avenue Access

Maintain access to all businesses and local streets at all times during construction. Access must be maintained at all times to Harvest Lane from either westbound Spooner Avenue or eastbound Spooner Avenue. Notify the City of Altoona and the engineer 72 hours prior to switching access directions to Harvest Lane. Maintain emergency access to the project area at all times. Any temporary measures required to maintain access will be considered incidental to the bid item; Traffic Control (Project 7824-01-72).

5. Holiday Work Restrictions.

Do not perform any work on, nor haul materials of any kind along or across any portion of Highland Avenue or Spooner Avenue during the following holiday periods.

- From 5:00 PM Friday, July 3, 2015 to 7:00 AM Monday, July 6, 2015, for Independence Day.

107-005 (20090901)

6. Utilities.

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

Coordinate construction activities with a call to Diggers Hotline or a direct call to utilities, which have facilities in the area, as required per statutes.

Xcel Energy has overhead electric along the project corridor at varying limits from 26' LT to 80' LT. No conflicts, adjustments or relocation of overhead lines are anticipated.

Xcel Energy has underground gas main at the following locations: Station 9+35 - 16+71 at 23' RT, Station 16+71 - 32+40 at 23' RT to 31' LT, Station 32+40 - 48+00 at 31' LT to 40' RT. Adjustments to any underground gas mains will be done prior to construction, or coordinated with the road closure. Contact Scott Seaholm with Xcel Energy at (715) 737-2584, e-mail: scott.j.seaholm@xcelenergy.com for coordination of any utility work.

AT&T Telephone has buried telephone facilities at the following locations: Station 9+35 - 15+40 at 14' LT, Station 15+40 - 43+35 at 10' LT to 30' LT, Station 43+35 - 44+00 at 18' LT to 40' RT. No new facilities are anticipated. New storm sewer inlets that will be in close proximity or above the existing facilities include; 14a, 13a, 12a, 12b, 11a, 9a, 8a, 8b and 15a. Curb line conflicts with one existing telephone MH at Station 34+84, 18.50' LT. Manhole will have to be adjusted prior to installation of curb and gutter. Work will be done after aggregate base has been placed. Contact AT&T a minimum of 14 days prior to constructing curb and gutter at this location. The work will require two days to complete. See general notes for contact information.

Charter Communications has underground cable at the following locations: 9+35 - 9+78 at 30' RT, Station 40+45 - 44-10 at 30' LT to 50' LT. No conflicts, adjustments or relocation of cable facilities are anticipated.

The City of Eau Claire has underground sanitary sewer at the following locations: Station 9+35 - 15+22 at 8' RT. The sanitary sewer will be replaced as part of the reconstruction of Highland Avenue.

The City of Eau Claire has underground water main at the following locations: Station 9+35 - 9+58 at 16'-12' LT, Station 9+85 - 15+15 at 12' LT. The water main will be replaced as part of the construction of Highland Avenue.

The City of Eau Claire has electrical signal lighting wires located at the intersection of Fairfax Street and Highland/Spooner Avenue. Only re-installation of the signal loop detectors is anticipated.

City of Altoona has sanitary sewer at the following locations: Station 15+28 - 21+90 at 54' LT, Station 24+90 - 30+40 at 42' - 54' RT, Station 30+40 - 44+00 at 72' - 26' RT. No conflicts, adjustments or relocation of the sanitary sewer is anticipated.

City of Altoona has water main at the following locations: Station 40+00 - 47+00 at 90' - 40' RT. No conflicts, adjustments or relocation of the water main is anticipated.

7. **Public Convenience and Safety.**

Revise standard spec 107.8(6) as follows:

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

107-001 (20060512)

8. **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 specs 301, 305, and 310s 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 extranet 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 will 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.
> 1500 tons and ≤ 6000 tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option.
> 6000 tons and ≤ 9000 tons	Three placement tests ^{[1] [2]}

^[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 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 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 the standard spec table 301-2.

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis;

evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:

1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. One non-random test on the first day of placement.
 2. At least 1 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 nonconforming 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) Cost 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 ten 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)

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

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

10. Protection of Concrete.

Supplement standard spec 415.3.14 as follows:

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 will 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 will be construed to be included in the contract unit price for each concrete item.

11. General Concrete Construction.

Amend standard spec 501, Concrete, with the following:

Quantity of Cement for Concrete

The concrete for driveways will have a minimum of 658 pounds of cement per cubic yard of concrete. The concrete for curb and gutter and sidewalk will contain 611 pounds of cement per cubic yard of concrete.

Minimum Compressive Strength

All concrete will have a compressive strength of 4000 PSI in 28 days, and must achieve 75% of strength in 7 days.

High-Early Concrete

Use high-early strength concrete when specified in the contract documents. If not specified, the contractor may, at his own expense, elect to use high-early strength concrete in order to expedite the work.

Air Entrained H.E.S. Concrete

Cement for H.E.S. concrete is Type IIIA (Air-Entrained High-Early Strength).

Concrete Pavement, Curb and Gutter, Curb, Sidewalk, and Driveway

Cement for concrete is Type IIA (Air-Entrained - Portland Cement).

Aggregates

Aggregates will comply with ASTM Designation C-33, Specifications for Concrete Aggregates, except as modified:

Fine Aggregates

Fine aggregate will consist of sand composed of clean, tough, durable grains of approved inert materials from natural deposits and will conform to the grading requirements shown in the following table:

Grading Requirements for Fine Aggregates	
Sieve Sizes	Percentage Passing By Weight
3/8 Inch	100%
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	5-30
No. 100	0-10

Coarse Aggregates

Coarse aggregate will consist of clean, hard, tough, durable crushed rock, or crushed gravel free from adherent coatings. Coarse aggregate utilized for concrete pavement and the adjacent curb and gutter will have a minimum of two fracture faces. Coarse aggregates utilized for concrete sidewalk, concrete driveways, and concrete curb and gutter adjacent to asphalt pavement will maintain one fracture face on 85 percent of the coarse aggregates. All loads, which do not conform to this requirement, will be rejected. All coarse aggregates must be free from vegetation or other deleterious substances and will meet the grading requirements shown in the following table. Notify the city of the aggregate source and permitted to approve the aggregate prior to delivery to the batch plant site.

Grading Requirements for Coarse Aggregates	
Sieve Size	Percentage Passing By Weight
	No. 1: (Size 67)
1 Inch	100%
3/4 Inch	90-100
3/8 Inch	30-55
No. 4	0-10
No. 8	0-5
	No. 2: (Size 4)
2 Inch	100
1-1/2 Inch	90-100
1 Inch	20-55
3/4 Inch	0-15
1/2 Inch	0-5

Gradations not meeting these requirements may be accepted if the composite gradation of No. 1 combined with No. 2 meets the gradation of Size No. 467 of ASTM Designation C-33.

12. Manhole Covers, Type J.

A Description

Perform this work in accordance to the requirements of standard spec 611 as shown on the plans and as hereinafter provided.

B Materials

Manhole Covers, Type J, will be Neenah R-1642, with concealed pick holes and “T” sealed gasket, or East Jordan 1045 with Type A solid cover, or approved equal.

Set all adjusting rings in a full bed of mortar. Concrete adjusting rings will have a minimum thickness of 3-inches. Place a minimum thickness of 1/2-inch of mortar and maintain a 1/2-inch thickness of mortar between the adjusting rings and the manhole masonry and between all adjusting rings. Use 3-1/2” x 3/8” flexible joint sealant conforming to AASHTO Specification M-198, Kent-Seal or approved equal between the final adjusting ring and the manhole casting.

Notify the engineer 24-hours in advance of the adjusting of all manhole castings. After arriving at the project site to adjust manholes, notify the engineer. Do not adjust any manhole casting without the engineer present. If a manhole has been adjusted without the engineer present, remove the manhole casting and rings and reset the rings and manhole casting in the presence of the engineer. Furnish and set castings to established grade as shown on the plans or directed by the engineer.

C Existing Manhole Castings

Salvage all existing sanitary and storm sewer manhole covers and castings. Place covers and castings along roadway edge or other designated location for pick up by the City of Eau Claire personnel. Contact the city once all covers and castings are removed. Salvaging existing manhole covers and castings will be considered incidental to construction operations.

13. Inlet Covers, Type H.

A Description

Perform this work in accordance to the requirements of standard spec 611 as shown on the plans and as hereinafter provided.

B Materials

Inlet covers, Type H, will be Neenah R-3067-L or 3067-V, or East Jordan 7030 with Type M6 grate and Type T1 back, or approved equal.

Modify standard spec 611.3.3 Frames, Grates and Lids, with the following paragraph:

Set all adjusting rings in a full bed of mortar. Concrete adjusting rings will have a minimum thickness of 3-inches. Place a minimum thickness of ½-inch of mortar and maintain a ½-inch thickness of mortar between the adjusting rings and the inlet masonry and between all adjusting rings. Use 3-1/2" x 3/8" flexible joint sealant conforming to AASHTO Specification M-198, Kent-Seal or approved equal between the final adjusting ring and the manhole casting.

Notify the engineer 24 hours in advance of the adjusting of all inlet castings. After arriving at the project site to adjust inlets, notify the engineer. No inlet casting will be adjusted without the engineer present. If an inlet has been adjusted without the engineer present, remove the inlet casting and rings and reset the rings and inlet casting in the presence of the engineer. Furnish and set castings to established grade as shown on the plans or directed by the engineer.

14. Topsoil.

Perform this work in accordance to the requirements of standard spec 625 Topsoil and Salvaged Topsoil except as hereinafter amended.

Add to standard spec 625.2 with the following:

For the finished grading of all lawn or planted areas, use topsoil that is fertile, friable loam, neither excessively acid, nor excessively alkaline, suitable for the growth of grass or plants. In urban or other areas where a lawn type turf is desired, 100 percent of the topsoil will pass the No. 10 sieve. Topsoil will be from local sources whenever possible and not from bogs or marshes.

Test all topsoil at a certified soil test laboratory, and submit a copy of the test report to the engineer. Tests will consist of mechanical grain size analysis, organic content, PH, and nutrient amounts.

Supplement topsoil containing less than 3% organic matter with humus to achieve 3% organic matter content. Humus will be finely divided, granular texture peat moss or peat muck with pH of 6.0 to 7.5.

Delete paragraph 3 of standard spec 625.3.3 and replace with the following:

In urban or other areas if a lawn type turf is wanted, ensure 100 percent of the topsoil passes the No. 10 (2.00 mm) sieve.

Add the following paragraphs to standard spec 625.3.3:

Use care when placing topsoil to prevent damage or marking of the sidewalk, curb and gutter, or driveways. If, in the engineer's opinion, the method of placement of topsoil is unacceptable, implement an alternate and acceptable method of placement.

Hand rake all areas of topsoil in preparation for the placement of seed or sod. Uniformly rake the area; ensure that the engineer has approved the area prior to the placing seed or sod. Seed or sod all top soiled areas within 24 hours of hand-raked preparation. In areas to be seeded, the top 2-inches of the topsoil will be loose in preparation for the seed to further enhance the germination of the seed. Should the topsoil form a crust on it prior to the placement of the seed, prepare the topsoil by re-raking.

15. Storm Sewer Inverts.

Plug with concrete, all storm sewer inverts in existing manholes after inlet leads are removed. Use bricks or solid concrete blocks to plug inverts and fill voids with a non-shrink hydraulic cement or Portland cement mixture.

16. Construction Staking.

General

All construction staking will be furnished by the City of Eau Claire and will be coordinated by the engineer at the request of the contractor. This includes staking for; street alignment, subgrade, storm sewer, sanitary sewer, water main, curb and gutter and any other required staking.

Request construction staking to the City of Eau Claire a minimum of 48 hours in advance. In cases of inadequate advance notice by the contractor, compensation for "downtime" will not be considered.

Contact Glenn Swanson with the City of Eau Claire at (715) 839-4934 for staking information.

Location of Stakes

In open cut construction, line and grade stakes will be set parallel to the proposed sewer or water main and offset in a manner that will best serve the contractor's work operations wherever practical. Stakes will be set opposite each sewer appurtenance or water main fitting and change in line and/or grade.

Render whatever assistance may be required by the engineer and arrange work operations in such manner as to avoid interference with the establishment of primary lines and grades. Check the accuracy of line and grade stakes by means of visual inspection.

Protection of Survey Stakes

Protect and carefully preserve all known property and survey marks and land monuments and notify the engineer of the nature and location of these markers. Do not disturb or destroy such markers until the engineer has arranged for referencing or perpetuation. The contractor is responsible for the damage or destruction of property or property marks resulting from neglect, misconduct, or omission in the contractor's manner or method of execution or non-execution of the work, or caused by defective work or the use of unacceptable materials, restore such property or property marks to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or replacing it as may be directed, or otherwise make good such damage or destruction in an acceptable manner. If the contractor fails to do so, the engineer may, after the expiration of a 48-hour period after giving such notice to the contractor in writing, proceed to repair, rebuild or otherwise restore such property or property marks as may be deemed necessary, and the cost thereof will be deducted from any compensation due or which may become due the contractor under the contract.

Transferring Grades

The contractor is responsible for the accurate transfer of all construction alignment and grades from the primary line and grade as coordinated by the engineer. In addition, supply, and have available on site, the proper surveying equipment for the transfer of grades. If a laser is used during piping, a transit is required to establish the alignment.

17. Signal Loop Detectors.

Signal loop detectors are present at the intersection of Fairfax Street and Highland/Spooner Avenue. City of Eau Claire personnel will remove the loop detectors.

Remove the existing bituminous pavement around loop detectors keeping the detectors free from damage. After excavating around loop detectors, contact Leah Ness, (715) 839-4934, with the City of Eau Claire, to coordinate removal and storage of the loop detectors.

City of Eau Claire personnel will re-install the signal loop detectors after aggregate base is completed. Coordinate with city personnel and the engineer for installation.

18. Contaminated Soils.

The City of Eau Claire completed testing for soil and ground water contamination for locations adjacent to the project. Testing indicated that petroleum-contaminated soil was present in the past at the following site(s):

2109 Highland Avenue
925 S. Hastings Way

The contaminated soils at the above sites have previously undergone cleanup. Any contaminated soil encountered is expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Timothy Pluth, City of Eau Claire, (715) 839-4934.

19. Permanent Street Signs.

Municipal personnel will remove all existing permanent street signage that interferes with construction operations. Prior to construction, contact Leah Ness, (715) 839-4934, with the City of Eau Claire, to coordinate the removal of any signs that interfere with construction activities. Signs that do not interfere with construction will remain.

Municipal personnel will provide and install all permanent signage for this project, new or salvaged.

20. Pipe Grates, Item 611.9800.S.

A Description

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

B Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

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

D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	Each

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

611-010 (20030820)

21. Inlet 30-Inch Round, Item SPV.0060.07.

A Description

Provide and install Inlet 30-Inch Round as indicated on the project plans and as described in the project details, including excavation, backfilling, and sealing of all pipe joints, all in accordance to the plans, and hereinafter provided.

B (Vacant)

C Construction

C.1 Inspection

All materials will be inspected by the department prior to construction to determine condition. Replace all inlets or inlet sections that are found to be defective.

C.2 Construction

Install inlets as indicated on the project plans or as directed by the engineer. Set inlet at required elevation, seal all pipe connections, backfill and compact.

D Measurement

The department will measure Inlet 30-Inch Round by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Inlet 30-Inch Round	Each

Payment is full compensation for furnishing and installing; and for excavation and granular backfill.

22. Sanitary Sewer Wye, 8-Inch x 6-Inch, Item SPV.0060.01; 8-Inch Sanitary Sewer, Item SPV.0090.01; 10-Inch Sanitary Sewer, Item SPV.0090.02; 6-Inch Sanitary Sewer Service, Item SPV.0090.03; Manhole Masonry, Sanitary Sewer, Item SPV.0200.01.

A Description

A.1 General

Install sanitary sewer service leads, as shown on the plans and details as provided by the contract.

B Materials

B.1 General

Furnish all materials that conform to the requirements of this section.

All materials delivered to the job site for use in the construction of sanitary sewer must pass a field inspection before installation. Allow the engineer adequate time for the inspection of materials. The engineer will reject all materials found to be defective; remove these materials from the site immediately. No compensation will be paid for delays caused by the inspection, whether or not the materials are accepted.

Store all sanitary materials, if delivered to the job site prior to construction, in an approved storage area, and keep them safe from damage.

Handle all pipe and accessories with care in order to avoid damage. Under no circumstances shall such materials be dropped or skidded along other pipe.

B.2 Bedding

Native materials meeting the bedding requirements may be used for the installation of sanitary sewer. All sanitary sewer shall be bed in sand, crushed stone, or pea gravel.

B.3 Bedding Sand

Bedding sand shall consist of durable particles ranging in size from fine to coarse in a substantially uniform combination. Unwashed bank-run sand, rejected concrete sand, and crushed bank-run gravel will be considered generally acceptable under this specification. The presence of approximately 6% of fine clay or loam particles is desirable, but clay or loam lumps are not permitted. The maximum moisture content shall be 10%.

Bedding sand shall conform substantially to the following gradation requirements:

Grading Requirements For Fine Bedding Sand	
Sieve Sizes	Percentage Passing By Weight
1 Inch	100%
No. 16	45-80
Material Finer Than No. 200	5-8

B.4 Crushed Stone

Crushed stone shall be made from crushing sound limestone, dolomite ledge rock, or other rock materials, which is hard, tough and durable. The crushing process shall produce material of which 85% to 100% of the particle shall have at least one machine fractured face.

Grading Requirements for Fine 3/8-inch Crushed Stone	
Sieve Sizes	Percentage Passing by Weight
½ Inch	100%
3/8 Inch	90-100
No. 8	0-15
No. 30	0-3

B.5 Cover

Material which is to be used around and over the sewer pipe and above the pipe bedding shall be termed cover material. It shall consist of durable particles ranging in size from fine to coarse in a substantially uniform combination. Unwashed bank-run sand, and crushed bank-run gravel will be considered generally acceptable under this specification. This material shall conform substantially to the following gradation requirements.

Grading Requirements for Fine Cover Material	
Sieve Sizes	Percentage Passing by Weight
1 Inch	100%
¾ Inch	85-100
3/8 Inch	50-80
No. 4	35-65
No. 40	15-30
No. 200	5-15

B.6 Granular Backfill

Granular material for backfilling shall consist of durable particles ranging from fine to coarse in a substantially uniform combination. Some fine clay or loam particles are desirable, but they shall not be present in the form of lumps. Granular backfill shall conform to the following gradation requirements.

Grading Requirements for Granular Backfill	
Sieve Sizes	Percentage Passing By Weight
2 Inch	95-100
No. 4	35-60
Finer Than No. 200	5-8

Excavated material may be used as backfill and bedding material if it is suitable material in the judgment of the engineer.

B.7 Backfill Concrete

Use backfill concrete for backfill of sewers constructed in tunnels for piers under utilities, and where concrete backfill is specified. When site mixing is used, it may be proportioned either one and one-half bags of Portland Cement, 6 cubic feet of concrete sand, and 12 cubic feet of coarse aggregate; or one bag of Portland Cement and 12 cubic feet of graded aggregate.

B.8 Cellular Concrete

Lightweight cellular concrete may be used for filling abandoned sewers, as a grouting mixture for filling voids and as a substitute for backfill concrete in tunnels. The cellular concrete shall be produced by blending preformed foam with cement-sand grout slurry to produce a concrete having a fresh weight per cubic foot of not less than 75 pounds. The cement-sand grout slurry shall be proportioned to contain 8 bags of Type 1 or 1A Portland Cement per cubic yard.

B.9 General Pipe Requirement

Each length of pipe shall bear the name or trademark of the manufacturer. Each length shall likewise be marked to designate the class, wall thickness designation or strength of the pipe. The markings will be made on the exterior or interior of the pipe barrel and shall be plainly visible. Pipe with either elliptical or quadrant reinforcement shall have the word "Top" or "Bottom" clearly stenciled on the inside of the pipe at the correct place to indicate the proper position when laid.

Fittings, such as wyes, tees, and bends, shall be made in such a manner as will provide strength and water tightness at least equal to the class of the adjacent main line pipe to which they are joined and shall conform to all other requirements specified for pipe of corresponding class and internal diameter.

Pipe shall be subject to rejection for failure to conform to any requirement of the specifications or for any of the following reasons:

- (a) Cracks, sufficient to impair the strength, durability, or serviceability of the pipe.
- (b) Defects that indicate improper proportioning, mixing and molding.
- (c) Variations of more than 1/8-inch per linear foot in alignment of a pipe intended to be straight.
- (d) Insecure attachment of spurs.
- (e) Damaged ends, where such damage would prevent making a satisfactory joint.
- (f) Extensive patching or painting of any surface of the pipe with the exception of miter pipe that are formed by the removal of wedge shaped sections from the middle of the pipe.
- (g) Used or repaired pipe.

B.9.1 Sanitary Sewer Pipe

The types of pipe shown in the following table may be used for sanitary sewer construction.

Pipe Material (Mains)	Joint Type	ASTM
Concrete - Reinforced	Rubber Gasket	C-76
Polyvinyl Chloride (PVC) SDR 35	Rubber Gasket or Solvent Cemented	D-3034
Ductile Iron Class 51 or 52	Slip Joint	AWWA C-150

Pipe Material (Services)	Class
Cast Iron	Service Weight
Ductile Iron	Class 51 or 52
PVC	SDR 26

B.9.1.1 Polyvinyl Chloride (PVC) Pipe

PVC pipe and fittings furnished under the classification shall meet the requirements for Type PSM Polyvinyl Chloride Sewer Pipe and Fittings as set forth in A.S.T.M. Designation D-3034 including the detailed requirements of Chapter together with the following detailed requirements, which shall govern where they alter the A.S.T.M. Standards.

Fittings such as saddles, elbows, tees, wyes, and others shall be of material and construction corresponding to, and have a joint design compatible with the adjacent pipe. Provide approved adapters for transitions to other types of pipe.

Either solvent cement or rubber gasket joints may be used individually but not in combination with each other on the same joint.

As requested by the engineer, supply tests conducted by an approved testing agency to determine:

- (a) Pipe Dimensions
 1. Average outside diameter
 2. Average inside diameter
 3. Minimum and average inner concentric tube thickness
 4. Minimum and average outer concentric tube thickness
- (b) Pipe stiffness at 5% deflection
- (c) Load and percent deflection at rupture of either inner or outer wall.

The test report shall show the results of these tests and the comparable A.S.T.M. requirements.

These tests are to be conducted on a random sampling basis covering representative extrusion dates making up a project delivery of each individual pipe size.

B.10 Manholes

B.10.1 General

Sanitary manholes shall be precast as shown in the details.

Manhole risers shall be 48 inches minimum diameter up to the beginning of the corbel section. From this point the manhole shall be corbelled in at approximately $\frac{1}{2}$ inch horizontal to one inch vertical to the diameter of the manhole frame. Keep the face of the manhole, in which the steps are installed, vertical.

Flat top slabs may be used only where specified or by permission of the engineer.

Determine the elevation of the manhole frame from the plans or grade stake.

B.10.2 Concrete Brick and Block

Concrete brick and block masonry units for building catch basins, manholes, and manhole cones and chimneys shall conform to ASTM C-139.

B.10.3 Mortar

Mortar to be used for joints for sewer pipe or masonry units, for plastering or for any other specified use shall be a preblended air-entrained underground utility mortar mix manufactured by SPEC MIX or approved equal, which meets the requirements for mortar of ASTM Designation C-270.

B.10.4 Mason Sand

Mason sand shall meet the requirements of the Specification for Aggregate for Masonry Mortar, ASTM Designation C-44 except as modified by these specifications. It shall consist of sand composed of clean, hard, tough, durable grains of approved inert materials from natural deposits, and meet the following grading requirements:

Grading Requirements for Mason Sand	
Sieve Sizes	Percentage Passing By Weight
No. 8	100%
No. 50	15-35
No. 100	2-10

B.10.5 Flexible Pipe-to-Manhole Boots

All sanitary manholes shall be supplied with a flexible pipe-to-manhole boot of the diameter, line, and grade indicated on the plans or in the specifications.

B.11 Manhole Castings

Install manhole castings by the model and type as shown on the plans and details. Furnish them along with the proper amount of 2 inch concrete adjustment rings. Standard manhole castings shall be Neenah R-1642 with concealed pick holes and “T” sealed gaskets, or approved equal.

B.12 Existing Casting Removed

All existing manhole and inlet casting removed as part of the project shall remain the property of the owner; store them on-site for pick up by the owner. Return to the owner, in kind, any casting removed from the site by the contractor.

B.13 Polystyrene Insulation

Polystyrene insulation shall be suitable for underground installation. It shall meet Fed. Spec. HH I 524C. It shall have a compressive strength of at least 40 PSI, minimum R value of 5, and maximum water absorption of 0.17% by volume. Provide 4-foot by 8-foot sheets. Sheets shall be no less than 1-inch or greater than 2-inches in thickness.

C Construction

C.1 General

Install sanitary in accordance to the requirements of this document.

Do not backfill sewer piping, which does not terminate in a manhole, until the ends have been surveyed for position and grade.

Accurately transfer of all construction alignment and grades from the primary line and grade as established by the engineer. In addition, supply, at cost, and have available on site, the proper surveying equipment for the transfer of grades. If a laser is used during piping, a transit will be required to establish the alignment.

The engineer reserves the right to order pipe-laying discontinued whenever, in his opinion, there is danger of the quality of work being impaired because of cold weather.

C.2 Abandonment and Salvage

Bulkhead sewer leads, which are to be abandoned, with an 8-inch concrete bulkhead. Fill with sand or cellular concrete sewers, sewer leads, and sewer structures 15-inches and larger, which are to be abandoned and have not been removed, unless otherwise indicated on the plans. All castings on such abandoned structures are property of the owner; remove them and store on-site for salvage by the owner. Remove all abandoned manholes to a depth of 3 feet below the proposed or established grade or existing street grade, whichever is lower. The cost of abandoning sewer and sewer structures shall be included in the unit price bid for sanitary sewer.

C.3 Excavation and Backfill

Keep a safe trench width at all times. The maximum width of the trench excavation at the top of the pipe will be the outside diameter of the pipe used plus 24 inches. This width may be increased to allow for stringers and sheathing when required. The engineer reserves the right to limit the length of open trench at any time.

Place excavated material in a manner that will not obstruct the work nor endanger the workers or the public, or obstruct sidewalks, driveways, roadways, or other structures. Placement of excavated material will be done in compliance with federal, state, and local regulations.

If the bottom of the trench is of undesirable material, e.g., organic silt, all types of refuse, large pieces or fragments of stone, concrete, bituminous concrete, or frozen materials, or ground water is present, which causes a condition, which cannot adequately support the pipe, place 3/4-inch washed crushed stone to stabilize the bedding area. Place the bedding material up to the spring line of the pipe to a maximum of 1 foot on each side of the pipe.

Keep all excavations free of water or sewage during and until completion of the work, as directed by the engineer.

The cost for making all extra excavations necessary to prevent the water from interfering with the proper construction of the work, bailing and pumping, must be borne by the contractor, and included in the prices bid for other items of work.

Use sheathing and bracing as required by industry codes, as shown on the plans or as ordered by the engineer to protect life, property or the work. Unless "Sheathing and Bracing" is included as a bid item, such work shall be considered incidental to the excavation.

Backfilled all trenches with excavated material which, in the judgment of the engineer, is suitable for backfilling. Unstable backfill materials include vegetable or other organic matter, all types of refuse, large pieces or fragments of stone, concrete, bituminous concrete, and other material as in the judgment of the engineer are unsuitable for backfilling. Do not use frozen backfill material.

If there is a deficiency of excavated material, upon the written order of the owner, furnish an additional quantity of granular backfill.

Consolidate backfill by mechanical compaction.

The owner shall perform all required compaction testing at no cost to the contractor. Fully cooperate and provide whatever assistance, time, and safe access is necessary for the performance of the tests.

Use mechanical compactors to achieve uniform consolidation of the material. Compact the granular backfill to a minimum of 95% modified proctor density.

Use special compaction methods around manholes and other appurtenances to ensure proper compaction.

Where an open trench is cut in a traveled roadway, and the roadway is not immediately surfaced, supply temporary surfacing of 6 inches of crushed aggregate base course.

Include backfilling and surfacing in the unit price bid for the sewer. Such backfilling and surfacing requirements may not be shown on the plans.

C.4 Excavation in Rock

Rock excavation shall consist of all materials that cannot, in the engineer's opinion, be excavated without drilling and blasting or without the use of rippers, together with boulders and other detached rock having a volume of one cubic yard or more.

When rock is encountered, notify the engineer to measure or cross-section the area prior to its removal. Rock removed before the engineer measures it will not be measured as payment.

Rock excavation is defined to include all hard, solid rock in ledges, bedded deposits, unstratified masses, and all natural conglomerate deposits firmly cemented to present all the characteristics of solid rock.

Excavate the rock to a point 6 inches below the outside of the barrel, and to a width, not to exceed the pipe diameter plus 24 inches. If blasting is required for removal of rock, adhere in strict accordance with The Wisconsin Administrative Code on Explosives and all local ordinances regulating blasting. The contractor shall be held solely responsible for any damage to work performed by others or to adjacent property due to his blasting operation.

C.5 Pipe Laying

After the trench has been excavated, spread a layer of bedding material over the bottom of the trench at a minimum depth of 4 inches. The pipe can be installed and jointed with a uniform support from the bedded material. Bring the bedding material up to a level even with the spring line of the pipe and carefully compacted by hand.

During all intermissions in construction of the sewer, cover the open end of the last pipe laid to prevent sand, earth, or other materials from entering the pipe.

After the pipe has been properly bedded and jointed, place cover material. Place cover material by hand, or equally careful means, so as to avoid jarring or pushing the pipe and to assure that no large stones or foreign materials are allowed to come into contact with the pipe.

Place cover material approximately one foot above the top of the pipe, and carefully and uniformly compacted to 90% of the modified proctor density.

Where corrugated steel pipe is required, compaction around and one foot over the pipe must be at least 90% proctor, and backcasting will not be permitted without 3 feet of cover over the pipe.

Following the proper placement of the cover material, backfill the trench.

C.6 Manholes

Construct manhole structures at the location and grade and conforming to the requirements as shown on the plans and details.

Limit excavation for manholes to the size required for the proposed manhole.

Remove all undesirable material, e.g., organic silt, all types of refuse, large pieces or fragments of stone, concrete, bituminous concrete, or frozen materials, which cannot adequately support the manhole below the normal manhole bottom and replaced with crushed stone.

Do not pour manhole invert until the manhole is completely built and backfilled. The invert will be the same diameter as the larger of the adjoining sewers. Shape the invert as shown in the details.

The proposed manhole elevations will be shown on the plans, actual manhole build will be less the casting and adjusting rings as shown on the details. This will allow for any field adjusting as deemed necessary by the engineer.

Backfill the manhole structures in one-foot lifts, and compact with special mechanical compactors as approved by the engineer, to achieve 95% of the modified proctor density.

Furnish and deliver to the job site, manhole frames and covers unless otherwise specified in the contract Documents. Place manhole frames and covers temporarily directly on the corbel section with no adjustment rings. Make final adjustment prior to the finish surface placement.

C.7 Services

C.7.1 General

Install all building sewers in accordance to the Wisconsin Administrative Code and all local plumbing codes and regulations.

Building services may be placed in a common trench if installed concurrently. If not installed concurrently, a minimum 8-foot horizontal separation must be maintained between the water service and building sewers. A minimum of 12 inches vertical and 18 inches horizontal shall separate the water service from a sanitary service.

Backfill all service trenches with an approved backfill material, and compact to 95% of the modified proctor density.

The point of commencement for laying of building service pipe shall be at the main. Lay building service pipe with the bell end pointing upgrade. Any other procedure will be followed only with permission of the engineer.

Do not connect the sanitary service to a manhole at an elevation of more than 24 inches above the spring line of the outgoing sewer.

Where the difference in elevations is greater than 24 inches, make the connection with an outside drop connection.

Securely attach fabricated branches for wyes and tees to the wall of the pipe in a watertight manner, flush with the inside surface of the pipe. Install tee branches with their axes perpendicular to the longitudinal axis of the pipe. Install wye branches with their axes approximately 60 degrees or 45 degrees from the longitudinal axis of the pipe, measured from the bell end. Do not interrupt pipe reinforcement beyond a radial distance of 3 inches outside of the fitting.

Slope sanitary sewer service leads at 1/4 inch per foot where possible. In no case shall there be less than 1/8 inch per foot unless specifically allowed in contract documents. Between the lot line and the sewer main or riser, lay the sewer at a uniform slope not exceeding 1/2 inch per foot.

Construct risers as shown in the details, and when directed by or approved by the engineer. Bring the risers up to an elevation such that the service lateral is approximately 11 feet to 12 feet below finished grade at property line. Lay the riser pipe at approximately a one to one slope to the desired depth. Lay the remaining sewer service lateral at a minimum slope of 1/4 inch per foot.

Install a 45-degree bend at the top of the riser pipe. Bulkhead the end pipe and mark with flagging 2 feet above the top of the riser.

Where ground conditions permit, the storm service will be placed on a shelf in the side wall of the sanitary service trench opposite to the water service.

The minimum clear distance between the storm and sanitary sewers shall not be less than 12 inches, and a minimum of 6 inches is required on either side of the pipe. Excavate the trench to a depth permitting a minimum of 4 inches of bedding material under the pipe.

Fittings for sanitary service connections shall be wyes, unless otherwise specified on the plans. Place these fittings at an angle of 45 degrees above the horizontal unless otherwise specified. On services 12 inches or larger in diameter, tees may be substituted for wyes. The wye or tee shall have a diameter of 4 inches unless otherwise specified.

Place the connection fittings flush with the outer limits of a concrete envelope and keep free of concrete to facilitate future connections.

Seal all connection fittings and ends of services with a watertight stopper having the same joint as the spigot ends of pipe on the main sewer. Fittings will be considered incidental to the cost of installation of sewer pipe. Any connections or adapters necessary to connect new service to existing service will be considered incidental to the installation of the service.

C.7.2 New Sewer Service

Install all new sewer service locations as shown on the plans or at the center of the proposed lot. If the service is not immediately connected to the house, mark the location of the stub end using a 2" x 2" buried wooden stake placed from the invert upward a minimum of 8 feet. Cost of the plug and location stake will be incidental to the installation of the service.

C.7.3 Reconnected Sewer Service

Locate the existing underground sewer services. The plans will supply the contractor with the approximate locations available to the owner.

In case the initial excavation for the location of existing building sewers and water services fails to uncover same, at contractor expense, explore a distance of 6 feet in each direction, or a total of 12 feet, immediately in back of and parallel to the curb, or along the sewer main.

Excavations or services which are separated by a distance of 5 feet or less will be considered and paid for as one Exploratory Excavation regardless of the number of services located in that 5-foot length.

Where a main sewer is to be abandoned and replaced, each existing service, whether active or apparently inactive, shall be provided with an outlet to the new sewer. Where a service has been identified as abandoned, omit a new outlet.

C.8 Testing

C.8.1 General

All sanitary sewer installed under this contract shall pass the water infiltration test, low pressure air test and/or the deflection test as ordered by the engineer as described within this section.

Perform all tests under the supervision of the engineer.

C.8.2 Water Infiltration Test

The rate of infiltration of water into the sewer project, including appurtenances, shall not exceed 200 gallons per day per inch diameter per mile of sewer. The infiltration between any two adjacent manholes shall not be greater than 250% of the allowable infiltration rate.

The infiltration allowance for manholes shall be computed using the total number of vertical feet of manhole expressed as the equivalent diameter sewer.

The maximum allowable infiltration, expressed in gallons per hour, for various pipe and manhole sizes is shown in the following table.

Allowable Limits Of Infiltration Based on 200 gal./in. dia./mile/day			
Diameter of Sewer Inches	Infiltration per ft. per hr. Gallons	Diameter of Sewer Inches	Infiltration per feet per hr. Gallons
4	0.0063	21	0.0332
6	0.0095	24	0.0378
8	0.0126	27	0.0426
10	0.0158	30	0.0474
12	0.0190	36	0.0568
15	0.0237	42	0.0663
18	0.0284	48	0.0786
42" Diameter Manhole - 0.0663 Gal. per vertical ft. per hr.			
48" Diameter Manhole - 0.0758 Gal. per vertical ft. per hr.			

C.8.3 Low Pressure Test

Following the completed installation of sanitary sewer, perform a low-pressure air test as directed and supervised by the engineer. The low-pressure air test procedures shall be made in accordance to standard practices as described below:

- 1) Flush and clean the sewer line prior to conducting the low-pressure air test.
- 2) Isolate the section of sewer line to be tested by means of inflatable stopper test plugs.
- 3) Connect the portable air control source. The air equipment should consist of necessary valves and pressure gages to control the rate at which air flows into the test section and to enable monitoring of the air pressure within the test section.
- 4) Add air to the test section to achieve 4.0 psi. Maintain pressure and stabilize the line for a few minutes.
- 5) Disconnect the air supply and begin the test when the air pressure drops to 3.5 psi.
- 6) Using a stopwatch, measure the time it takes for a pressure drop of one pound.

Refer to the following chart for furnishing allowable leakage times:

Low Pressure Air Test Allowable Time

Allowable Time (min/sec)
Pipe Diameter "D" in Inches

Pipe Length	4	6	8	10	12	15	18	21	24
50	0:09	0:20	0:38	0:55	1:19	2:04	2:58	4:03	5:27
100	0:18	0:40	1:11	1:50	2:38	4:08	5:56	8:05	10:39
150	0:26	0:59	1:46	2:45	3:58	6:11	8:30	9:55	11:20
200	0:35	1:19	2:21	3:40	5:17	7:05	8:30	9:55	11:20
250	0:44	1:39	2:56	4:35	5:40	7:05	8:30	9:55	11:50
300	0:53	1:59	3:31	4:43	5:40	7:05	8:30	10:52	14:12
350	1:02	2:19	3:47	4:43	5:40	7:05	9:19	12:41	16:34
400	1:10	2:38	3:47	4:43	5:40	7:24	10:39	14:30	18:56
450	1:19	2:50	3:47	4:43	5:40	8:19	11:59	16:18	21:18
500	1:28	2:50	3:47	4:43	5:55	9:15	13:19	18:17	23:40

C.8.4 Deflection Test

Following the completed installation of sanitary sewer, perform a deflection test as directed and supervised by the engineer.

The entire length of the installed main line pipe shall be tested for acceptance with an approved go-no-go acceptance testing device (mandrel). This mandrel shall be a rigidly constructed cylinder or other approved shape, which will not change shape or size when subjected to forces exerted on it by the pipe wall. The diameter of the mandrel shall be equal to or more than 95% of the normal inside diameter of the round pipe as shown in the following table.

Mandrel Dimension	
Nominal Size	Minimum Diameter (Inches) 5%
8	7.31
10	9.25
12	11.13
15	14.01

Furnish the testing device, all materials, equipment, and labor for making this acceptance test, using standard practices.

D Measurement and Payment

D.1 Sanitary Sewer

The department will measure (Size) Sanitary Sewer in length by the linear feet as measured along the centerline of the pipe through manholes, junctions, and fittings, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	8-Inch Sanitary Sewer	LF
SPV.0090.02	10-Inch Sanitary Sewer	LF

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

D.2 Manhole Masonry Sanitary Sewer

The department will measure Manhole Masonry Sanitary Sewer by the linear vertical foot of build, as measured from the lowest invert to the bottom of the casting, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.01	Manhole Masonry Sanitary Sewer	VF

Payment is full compensation for furnishing and building the masonry sanitary sewer manhole; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

D.3 Sanitary Service

The department will measure (Size) Sanitary Sewer Service by the linear foot, as measured along the pipe centerline from the main to the end at the property line, including the riser section, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	6-Inch Sanitary Sewer Service	LF

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

D.4 Sanitary Wye

The department will measure Sanitary Sewer Service Wye (Size) by the unit, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Sanitary Sewer Service Wye, 8-Inch x 6-Inch	LF

Payment is full compensation for furnishing and installing the wye; for furnishing all excavation, backfilling, and compacting; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

- 23. Remove Hydrant, Item SPV.0060.02; Fire Hydrant, Item SPV.0060.03; Valve and Box, 6-Inch, Item SPV.0060.04; Valve and Box, 8-Inch, Item SPV.0060.05; 6-Inch D.I. Hydrant Lead, Item SPV.0090.04; 6-Inch D.I. Water Service, Item SPV.0090.05; 8-Inch D.I. Water Main CL 52, Item SPV.0090.06; Fittings, Item SPV.0085.01.**

A Description

A.1 General

Install water main, including fire hydrants, valves, services, connections, excavations, backfilling and testing, as shown on the plans and details as provided by the contract.

B Materials

B.1 General

Furnish materials in accordance to the requirements of this section.

All materials delivered to the job site for use in the construction of water main must pass a field inspection before installation. Allow the engineer adequate time for the inspection of materials. All materials found to be defective will be rejected by the engineer. Remove these items from the site immediately. No compensation will be paid for delays caused by the inspection, whether or not the materials are accepted.

Store materials delivered to the job site prior to construction in an approved storage area, and cover with a protective tarp. Keep materials under the tarp until the day of construction, when they may be distributed for installation. Any materials, which are not installed that day, will be replaced under the protective tarp.

Handle all water main pipe, fittings, valves, hydrants, and accessories with lifting hoists or skidded in order to avoid shock or damage. Under no circumstances shall such materials be dropped or skidded along other pipe. Keep stored materials safe from damage. Keep the interiors of all pipe, fittings, and other appurtenances free from dirt or foreign matter at all times.

B.2 Bedding

Native materials meeting the bedding requirements may be used for the installation of the water main. All water main shall be bedded in sand, crushed stone or pea gravel meeting the following requirements:

B.2.1 - Crushed Stone

Crushed stone shall be made from crushing sound limestone, dolomite ledge rock, or other rock materials, which is hard, tough and durable. The crushing process shall produce material of which 85% to 100% of the particle shall have at least one machine fractured face.

Grading Requirements for 3/8-Inch Crushed Stone	
Sieve Sizes	Percentage Passing By Weight
1/2-Inch	100
3/8-Inch	90-100
No. 8	0-15
No. 30	0-3

B.2.2 Bedding Sand

Bedding sand shall consist of durable particles ranging in size from fine to coarse in a substantially uniform combination. Unwashed bank-run sand, rejected concrete sand, and crushed bank-run gravel will be considered generally acceptable under this specification. The presence of approximately 6% of fine clay or loam particles is desirable, but clay or loam lumps are not permitted. The maximum moisture content shall be 10%. Bedding sand shall conform substantially to the following gradation requirements:

Grading Requirement for Bedding Sand	
Sieve Sizes	Percentage Passing
1-Inch	100
No. 16	45-80
Material Finer than No. 200	5-8

B.3 Backfill Material

B.3.1 Excavated Material

Excavated material may be used as backfill if it is suitable material in the judgment of the engineer.

B.3.2 - Granular Backfill

Granular material for backfilling shall consist of durable particles ranging from fine to coarse in a substantially uniform combination. Some fine clay or loam particles are desirable, but they shall not be present in the form of lumps. Granular backfill shall conform to the following gradation requirements:

Grading Requirements for Granular Backfill	
Sieve Sizes	Percentage Passing By Weight
2-Inch	95-100
No. 4	35-60
Finer than No. 200	5-8

B.3.3 Cover Material

Material, which is to be used around and over the water pipe and above the pipe bedding, shall be termed cover material. It shall consist of durable particles ranging in size from fine to coarse in a substantially uniform combination. Unwashed bank-run sand, and crushed bank-run gravel will be considered generally acceptable under this specification. This material shall conform substantially to the following gradation requirements:

Grading Requirements for Cover Material	
Sieve Sizes	Percentage Passing
1-Inch	100
¾-Inch	85-100
3/8-Inch	50-80
No. 4	35-65
No 40	15-30
No. 200	5-15

C Water Main

C.1 Requirements

Pipe shall conform to A.W.W.A C-151 or A.N.S.I. A21.51 for Ductile Iron Pipe, Class 52. All pipe shall be new, unused material unless allowed by the Special Provisions.

C.2 Description

Ductile iron pipe shall consist of pipe centrifugally cast in metal or sand-lined molds having bell and spigot ends designed for a rubber gasket push-on joint. Pipe wall shall be homogeneous from inside to outside and shall be completely free of laminations, blisters, or other imperfections. The pipe size and thickness or class shall be as specified in the contract Documents.

C.3 Coating

Water main pipe shall have a cement mortar lining and internal and external bituminous coats in accordance to Section 51.8 if AWWA C-151. The bituminous coating shall be applied over the cement lining on the inside of the pipe and a bituminous seal coat shall be applied on the exterior of all pipe fittings. The coating shall be smooth, tough and tenacious and impervious to water without any tendency to scale off, and shall not be brittle.

C.4 Markings

Each pipe shall have the weight, class, or nominal thickness and casting period conspicuously painted on it. The manufacturer's mark, the year in which the pipe was produced, and the letters "D.I." or the word "DUCTILE" shall be cast or stamped on the pipe. All cast marks and required markings shall be on or near the bell. Improper or incomplete marking of pipe shall cause for rejection of the pipe.

C.5 Conductivity Straps

All water pipe joints be provided with devices to assure electrical conductivity across the joints. These joints shall be equal to Clow Cable Bond or U.S. Pipe Company Electro-Bond conductivity strips. Metal wedges or lead-tipped gaskets shall not be permitted.

C.6 Gaskets

Unless otherwise specified, all rubber gaskets shall conform to A.W.W.A. C-111 or A.N.S.I. 21.11 for Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C.7 Fittings

All water pipe fittings shall be cast iron or ductile iron conforming to the requirements of AWWA C-153 with conductive devices as specified for ductile iron pipe. All water main fittings shall have a cement mortar lining in accordance to the requirements of AWWA C-104. Furnish fittings with a working pressure of 150 PSI.

C.8 Valve Boxes

Valve boxes shall be made of cast iron conforming to ASTM Designation A-48, Class 20. The castings shall be free from blowholes, porosity, hard spots, shrinkage defects or cracks, or other injurious defects and shall have a normal smooth casting finish. The castings shall be thoroughly coated with a 1-mil minimum thickness bituminous coating. Valve boxes shall be 5-1/4 inches in diameter.

Valve boxes shall consist of a base section, tubular mid and top sections, both with cast threads by which one can be telescoped on the other, extension sections if required, and a circular drop cover.

D Fire Hydrants

D.1 Requirements

Fire hydrants shall be "traffic" model breakaway type with no flow separation, constructed of ductile iron and conform to AWWA standard specification C502-85 latest revision.

D.2 Specifications

(1) Main Valve:	Compression Type, 5-1/4 Inch Opening
(2) Direction to Open:	Counter-Clockwise
(3) Operating Nut:	1½ Inch Pentagon
(4) Inlet Design:	6-Inch Mechanical Joint W/Retainer Gland
(5) Outlet Nozzle:	One 4½ Inch Steamer Nozzle, Two 2½ Inch Hose Nozzles
(6) Nozzle Caps:	National Standard Threads, 1½ Inch Pentagon Nuts
W/Chains	
(7) Color:	Red
(8) Bury Depth:	8 Feet Minimum

D.3 Acceptable Hydrants

- (1) Waterous WB 67
- (2) Mueller A-423
- (3) American-Darling B84B

D.4 Standpipes

All hydrants shall have a 16-inch upper standpipe unless otherwise specified in the special provisions.

E Valves

E.1 Requirements

All valves shall conform to AWWA C-500 for Gate Valves and C-509 for resilient Wedge Valves. All valves 12 inches in diameter and larger shall be rubber seated butterfly valves conforming to AWWA C-504 Class 150B. All valves shall be suitable for direct burial installation.

E.2 Gate Valve and Wedge Valves

All valves from up to 12-inches in diameter shall be gate valves or resilient wedge valves and shall have the following design features:

- Test Plugs: 3/8-1/2 inch diameter threaded, solid, malleable or cast iron plug.
- Stem Seal: O-Ring, Buna N or NBR Rubber, Durometer Hardness of 70 + or - 5
- Operating Nut: 2-Inch Square W/Directional Apron

E.3 Butterfly Valves

All valves 12-inches in diameter or larger shall be rubber seated butterfly valves and shall have the following design features:

- Class: 150
- Body: Gray or Ductile Iron
- Seals: Self-adjusting Split-V or O-Ring
- Operators: 2 Inch Square Nut, Circular Valve Box Base W/Self-Draining, Self-Aligning Base, 4 3/4-5 Inch Diameter Concentric
- Torque: Maximum input torque to develop the rated output torque shall not exceed 150 foot-pounds.
- Lubricant: Grease or Oil W/Fill and Drain Plugs
- Protective Coating: 3-16 Inch Diameter – Standard 16 Inch or Larger – Initial Coat – Standard
- Final Coat Min. 10 Mils Thick
- Koppers 50 or 505

For furnishing all valves 30 inches and larger, furnish with a seat adjustable, removable, and replaceable from the interior of the pipeline. The seat shall be removable and replaceable without removing the body from the pipeline.

E.4 Markings

Markings shall be cast on the bonnet or body of each valve and shall show the manufacturer's name or mark, the year the valve casting was made, the size of the valve, and the designation of working water pressure - "200W" for 3- through 12- inch valves and "150W" for 16-inch and larger valves.

E.5 Corporation Stops

Corporation stops shall be manufactured in accordance to AWWA C-800 and ASTM B-62, from ½ inch to 2 inches, as indicated in the contract Documents or ordered by the engineer. Corporation stops shall be A. Y. McDonald 4701-b-22, Mueller H-15008, Ford FB 1000 or approved equal.

F Curb Valves and Boxes

F.1 Curb Stops

Curb stops shall be manufactured in accordance to AWWA C-800 and ASTM B-62, from ½ inch to 2 inches as indicated in the contract Documents or ordered by the engineer.

F.2 Curb Valves

Curb valves shall be inverted key, Minneapolis pattern, ball valve with compression fittings. They shall have an integral clamping device on the compression nut to lock the valve to the pipe and ensure electrical continuity. Curb valves shall be A. Y. McDonald 6104-22 with "MAC-PAK" compression system, Ford "B" style ball valve, or approved equal.

F.3 Curb Boxes

Curb boxes shall be of the "Minneapolis Pattern", made with cast iron conforming to A.S.T.M. Designation A-48, Class 20. The castings shall be free from blowholes, porosity, hard spots, shrinkage defects or cracks or other injurious defects and shall have a normal smooth casting finish. The pentagon head bolt shall be brass. The castings shall be thoroughly coated with a 1-mil thickness bituminous coating.

Cast iron curb boxes described herein consist of a base section with cast O.D. threads, a top section with cast I.D. threads, extension sections when required, and a cast cover retained by means of a bolt. The service box is to be installed over a curb stop to provide control access. The standard curb stop standpipe shall be 1 1/4 inch diameter with an adapter attached to accommodate the various size service valves. All service boxes shall have a length of 7 to 8 feet without extension sections.

G Copper

G.1 Requirements

Copper furnished for services shall be Type "K" soft annealed seamless copper tubing and shall conform to the specification of A.S.T.M. Designation B-88.

G.2 Markings

The name or trademark of the manufacturer, and a mark indicating the type shall be permanently and plainly marked on tubing at intervals not greater than 1 1/2 feet. The fittings shall be permanently and plainly marked with the name or trademark of the manufacturer.

G.3 Fittings and Joints

Fittings for copper tubing shall be of cast brass having an alloy of 85% copper, 5% tin, 5% zinc and 5% lead. They shall have uniformity in wall thickness, and strength, and shall be free from any defect, which may affect their serviceability. Fittings shall be of the flared or compression-type only. Unions shall be extra heavy 3-part unions only.

The joint shall be the standard flared or rubber gasket compression-type of joint for copper tube using only extra-heavy three-part unions. The ends of the copper tubing shall be accurately sized and rounded with copper tubing sizing tools to remove any imperfections in the tubing due to coiling or handling. All ends shall be cut squarely and rough edges or burrs removed.

H Polystyrene Insulation

Polystyrene insulation shall be suitable for underground installation. It shall meet Fed. Spec. HH I 524C. It shall have a compressive strength of at least 40 PSI, minimum R-value of 5, and maximum water absorption of 0.17% by volume. Provide in 4-foot by 8-foot sheets, no less than 1-inch or greater than 2-inches in thickness.

I Methods

I.1 General

Water Main installation shall conform to ANSI/AWWA C600-87, Installation of Ductile-Iron Water Mains and their Appurtenances.

I.2 Operation of Water System

The City of Eau Claire Water Utility personnel will operate all water distribution system supply valves. Make requests for a water shut-off to the Water Utility a minimum of 48 hours in advance. The Water Utility shall determine the time and duration of the shut-off. Continue the work to completion and restore service to the interrupted main. No claim for extra compensation will be considered for overtime due to the hours of shut-off. Damages incurred by exceeding the duration of the shutoff are the contractor's responsibility. No additional compensation will be made for shuts scheduled outside of the contractor's normal workday hours.

I.3 Abandonment and Salvage

I.3.1 Water Main

Abandon all water main and fixtures as shown on the plans or as directed by the engineer. Remove with reasonable care, any water main material as directed by the engineer and store it on-site for salvage by the owner.

I.3.2 Valves and Curb Stops

When abandoning valves or curb stops, remove the top section of the box and backfill and compact the remaining hole with the required backfill material.

I.3.3 Fire Hydrants

When removing a hydrant from an abandoned water main, remove the entire hydrant and bulkhead the open end of the remaining hydrant branch.

When removing a hydrant where it is connected to a water main that will remain in service, excavate to plug the hydrant tee or cross, in addition to the work described above.

Bulkhead hydrant drains connected to sewer manholes inside the manholes.

I.4 Line and Grade

Furnish, at own expense, and set the water main line and grade from the primary line and grade. Place water main with a minimum of 7 1/2 feet of cover, unless shown otherwise on the plans.

I.5 Excavation and Backfill

I.5.1 Trench Width

Keep a safe trench width at all times. The maximum width of the trench excavation at the top of the pipe will be the outside diameter of the pipe used plus 24 inches. This width may be increased to allow for stringers and sheathing when required. The engineer reserves the right to limit the length of open trench at any time.

Use sheathing or bracing as required by industry codes, as shown on the plans or as ordered by the engineer to protect life, property or the work. Unless "Sheathing and Bracing" is included as a bid item, such work is considered incidental to the excavation.

I.5.2 Trench Excavation

Place excavated material in a manner not to obstruct the work nor endanger the workers or the public, or obstruct sidewalks, driveways, roadways, or other structures. Place excavated material in compliance with federal, state, and local regulations.

If the bottom of the trench is of undesirable material, e.g., organic silt, all types of refuse, large pieces or fragments of stone, concrete, bituminous concrete, or frozen materials, or ground water is present, which causes a condition, which cannot adequately support the pipe, place 3/4-inch washed crushed stone to stabilize the bedding area. Place the bedding material up to the spring line of the pipe to a maximum of 1 foot on each side of the pipe.

The cost for making all extra excavations necessary to prevent the water from interfering with the proper construction of the work, bailing and pumping, must be borne by the contractor, and included in the prices bid for other items of work.

I.5.3 Excavation in Rock

Rock excavation shall consist of all materials that cannot, in the engineer's opinion, be excavated without drilling and blasting or without the use of rippers, together with boulders and other detached rock having a volume of 1 cubic yard or more.

When rock is encountered, notify the engineer to measure or cross-section the area prior to its removal. Rock removed before the engineer measures it will not be measured as payment.

Rock excavation is defined to include all hard, solid rock in ledges, bedded deposits, unstratified masses, and all natural conglomerate deposits firmly cemented to present all the characteristics of solid rock.

Excavate the rock to a point 6 inches below the outside of the barrel, and to a width, not to exceed the pipe diameter plus 24 inches. If blasting is required for removal of rock, adhere in strict accordance with The Wisconsin Administrative Code on Explosives and all local ordinances regulating blasting. The contractor shall be held solely responsible for any damage to work performed by others or to adjacent property due to his blasting operation.

I.5.4 Ground Water or Dewatering

Keep all excavations free of water during and until completion of the work, as directed by the engineer. The cost for making all extra excavations necessary to prevent the water from interfering with the proper construction work, bailing, pumping and dewatering will be borne by the contractor, and included in the prices bid for other items of work.

I.5.5 Trench Backfill

Backfill all trenches with excavated material, which, in the judgment of the engineer, is suitable for backfilling. Unstable backfill materials include vegetable or other organic matter, all types of refuse, large pieces or fragments of stone, concrete, bituminous concrete, and other material as in the judgment of the engineer are unsuitable for backfilling. Do not use frozen backfill material.

If there is a deficiency of excavated material, furnish, upon written order of the owner, an additional quantity of granular backfill.

I.5.6 Compaction of Backfill Material

Backfill consolidated materials by mechanical compaction. Use mechanical compactors to achieve uniform consolidation of the material. Place backfill material in one-foot lifts and compact to a minimum of 95% modified proctor density. All required compaction testing will be performed by the owner at no cost to the contractor. Fully cooperate and provide whatever assistance; time and safe access is necessary for the performance of the tests.

Use special compaction methods around fittings, hydrants, and other appurtenances to ensure proper compaction.

I.5.7 Temporary Street Restoration

Where an open trench is cut in a traveled roadway, and the roadway is not immediately surfaced, supply temporary surfacing of 6 inches of crushed aggregate base, which conforms to the requirements of Section 2300.

Include backfilling and surfacing in the cost of water main. Such backfilling and surfacing requirements may not be shown on the plans.

I.6 Pipe Laying

I.6.1 General

Unless otherwise required, lay pipe with the bell ends facing the direction of laying. When the grade exceeds two feet of rise per one hundred feet of trench, the bells shall face upgrade. For pipe intended to be straight, deviation in alignment in excess of one inch at any joint is not acceptable.

Keep the interior and exterior of all pipes clean and free from all foreign material before being installed. Provide the necessary means to wipe, brush, swab, or air blast to remove any foreign material from the interior of the pipe as directed by the engineer. If, in the opinion of the engineer, the water pipes are not sufficiently protected or clean, swab and clean as directed by the engineer.

I.6.2 Bedding

After the trench has been excavated, spread a layer of bedding material over the bottom of the trench at a minimum depth of 4 inches. The pipe can be installed and jointed with a uniform support from the bedded material. Bring the bedding material up to a level even with the spring line of the pipe and carefully compacted as directed by the engineer.

I.6.3 Cover

Place cover material after the pipe has been properly bedded and jointed. Place cover material by hand or equally careful means, so as to avoid jarring or pushing the pipe and to assure that no large stones or foreign materials are allowed to come into contact with the pipe. Extend cover material approximately one foot above the top of the pipe, and carefully and uniformly compacted to 90% of the modified proctor density. Following the proper placement of the cover material, the trench can be backfilled.

Where corrugated steel pipe is constructed, compact around and 1-foot over the pipe to at least 90% proctor, Cover the pipe with 3-feet of cover prior to backfilling.

I.6.4 Pipe Protection

Every precaution will be taken to prevent foreign material from entering the pipe while it is being placed in the line. At all times when pipe laying is not in progress, close the open ends of pipe by a watertight plug or other means approved by the engineer. This provision shall apply during the noon hour as well as overnight. If water is in the trench, keep the seal in place until the trench is pumped completely dry. Do not lay pipe in water, or when, in the opinion of the engineer, trench conditions are unsuitable.

I.6.5 Handling of Pipe and Fittings

Have sufficient and adequate equipment on the site of the work for unloading and lowering pipe and fittings into the trench. Exercise extreme care in handling all pipes, fittings and special castings so as to prevent breakage and coating damage. Repair any significant damage to coating before installation. Under no circumstances shall pipe or fittings be dropped into the trench or so handled as to receive hard blows or jolts.

I.6.6 Pipe Cutting

Cut pipe at right angles to the centerline of the pipe, in a neat workmanlike manner. Use an approved mechanical cutter for furnishing all cuts. Taper the cut end of a pipe used with rubber gasket joints by grinding, and remove any sharp or rough edges.

I.6.7 Offset Water Main

When offset the main over, under, or around a known or unknown obstruction, furnish and install the required fittings. The offsetting of the main and installation of these fittings will be paid for at the unit price bid for fittings. Unless provided for in the contract Document, no additional compensation will be paid to the contractor for any expenses incurred for offsetting of the main.

I.6.8 Water Main in Casing Pipe

Water main in casing pipe shall be positive restrained joint water main.

I.7 Restraining Water Main

I.7.1 Requirements

Use mechanical joint retainer glands on all existing fittings and at all locations where restraining of the mains greater than 12-inch is required, and its vertical and horizontal bends, and final joints at water main dead ends as shown in the standard details. Block with concrete only when approved by the engineer.

I.7.2 Materials

In locations where new fittings are being placed for fire hydrant leads and vertical and horizontal bends, retain the water main by one of the following methods:

- (1) Push-On Restraining Gasket (for pipe sizes 12" or less) will be U.S. Pipe FIELD LOK gasket, American FAST-GRIP gasket, or approved equal. Push on FIELD LOK gaskets, American FAST-GRIP gaskets or approved equal shall not be used as follows:
 - (a) Gaskets shall never be reused.
 - (b) Gaskets shall not be used for electrical joint conductivity. Strapping of joint will be required.
 - (c) Gaskets shall not be used with corroded pipe.
 - (d) Gaskets shall not be used in placement of plugs. Only mechanical plugs will be allowed.
 - (e) Gaskets shall never be used with gray iron pipe or fittings.
- (2) Retainer Glands will be Mega Lug or approved equal.

I.7.3 Installation

Install U.S. Pipe FIELD LOK gasket, American FAST-GRIP gasket, or approved equal, Mega Lug retainer glands and U.S. TYTON pipe, American FASTITE pipe, or approved equal pipe and fittings in accordance to the manufacturer's specifications. All TYTON JOINT pipe, American FASTITE pipe, or approved equal pipe and fittings retained with FIELD LOK, FAST-GRIP or approved equal gaskets and Mega Lug retainer glands shall be approved for 250 psi operating pressures.

The Restrained Pipe Length Chart listed below indicates the length of restrained joint pipe to be installed at each fitting. Furnish the owner with a shop drawing showing all restrained fittings and the required lengths of restrained joint pipe.

Restrained / Tied Pipe Length Chart								
Minimum Length Requiring Restraint in Feet								
Fitting Type	6-Inch	8-Inch	10-Inch	12-Inch	16-Inch	20-Inch	24-Inch	30-Inch
11.25 Degree Bend	10	10	10	10	20	20	20	20
22.5 Degree Bend	10	10	10	10	20	20	40	40
30 Degree Bend	10	10	10	20	20	20	40	40
45 Degree Bend	10	10	10	20	40	40	40	60
60 Degree Bend	10	20	20	30	40	60	60	80
90 Degree Bend	20	20	30	40	60	80	80	120
Tee (Side Tied)	20	20	30	40	60	80	80	120
Stubs or Dead Ends	20	20	30	40	60	80	80	120
Cross with Plugged End	20	20	30	40	60	80	80	120
Valves at End of Line	20	20	30	40	60	80	80	120

The above lengths (given in feet) represent the minimum length of pipe to be tied together in each required direction from the fitting described.

For 16-inch and larger water main and fittings use restrained joint pipe which consists of the manufacturer's standard joint system consisting of a push on joint restrained by a lock ring or bolted lock ring and a welded gland such as American Lok-Fast Joint Pipe, U.S. Lok Tight Joint, American Lock-Ring Joint, U.S. TR-Flex Joint, or approved equal.

I.8 Fire Hydrants

Install or relocate fire hydrants as shown on the plans or as directed by the engineer. When placed behind the curb, set the hydrant barrel so that no portion of the pumper or hose nozzle cap will be less than 12 inches nor more than 18 inches from the curb face. When set on the lawn, in the space between the curb and the sidewalk or between the sidewalk and the property line, no portion of the hydrant or nozzle cap will be within 6 inches of the sidewalk.

All hydrants shall stand plumb, and shall have their nozzles parallel with or at right angles to the curb, with the pumper nozzle facing the curb. Place the hydrant on solid concrete brick or block. Set hydrants to the established grade with nozzles a minimum of 16 inches

and a maximum of 24 inches above the ground. Connect each hydrant to the main with a 6 inch ductile iron lead. Place ½ cubic yard of washed gravel under the hydrant base for drainage.

I.9 Valves

Install valves where indicated on the plans or as directed by the engineer. Set valve boxes over all valves as shown in the details unless vaults or special chambers are specified. Tamp approved bedding material in place from a point above the main to a point 6 inches above the bottom of the valve box base to prevent the valve box or base from shifting.

Center valve boxes and covers over the valve operating nut and secure the entire box assembly in place before backfilling operations. Entirely uncover and reset all valve boxes that become shifted or filled during backfilling.

I.10 Tapping of Water Main

The City of Eau Claire Water Department will complete all tapping of the water main as indicated on the plans or directed by the engineer. Notify the City of Eau Claire Water Department a minimum of 24 hours in advance. Excavate and expose the water main where the smith tap is to be placed. Include the excavating and preparing of the water main for the tap by the water department in the price bid for water main.

I.11 Fittings

Furnish and install pipe and fittings as required to complete the job even if the fittings are not specifically listed on the plans. Install fittings where shown on the plans or as directed by the engineer. If fittings are not labeled on the plans, install fittings or deflect the pipe joints according to manufacturer recommendations and with the approval of the engineer. Restrain all fittings where required to balance the water pressure forces. Install the required length of restrained joint pipe on each side of the fitting as found in the Restrained Pipe Length Chart.

I.12 Vaults

Build vaults where shown on the plans or as directed by the engineer. Install all valves required to be in vaults as shown in the details.

When an air-release vault is required on the plans, install as shown in the details and include the cost of furnishing and installing the air-release assembly in the cost for the vault.

I.13 Polystyrene Insulation

Insulated water mains where noted on the plans and wherever the depth of cover is less than 6 feet. Prior to placement of these polystyrene boards, place bedding material to a height of 6 inches over the top of the pipe, leveled and compacted. Lay at a width of either 4 feet or 8 feet as shown on the plan or as directed by the engineer.

J Water Services

J.1 General

All building sewers and water services will be installed in accordance to the Wisconsin Administrative Code and all local plumbing codes and regulations. All water main taps for corporation stops will be made under pressure. No water service will be connected to a potable outlet until the water main has passed the bacteria-safe test.

J.2 Service Separation

Building services may be placed in a common trench if installed concurrently. If not installed concurrently, a minimum 8-foot horizontal separation must be maintained between the water service and building sewers. Separate the water service from a sanitary service a minimum of 12 inches vertical and 18 inches horizontal.

J.3 Trench Backfill

All service trenches will be backfilled with an approved backfill material, and will be compacted in two-foot lifts to 95% of the modified proctor density.

J.4 Laying Services

J.4.1 General

Use a minimum size of 1 inch for water services. Lay water services with 7 ½ feet of cover.

J.4.2 New Water Services

Install all new water services prior to the pressure test and test as part of the distribution system. Locate all new water service curb stops as shown on the plans and details or as directed by the engineer, approximately 8 feet in from property line. Leave an 11-foot tail piece with a peened end where no utility easement exists or with a tail piece that extends 2 feet past the utility easement.

In new developments, Furnish and install a metal guard post adjacent to every new curb valve box. Use a post that is a five-foot painted fence post with bottom spade. Drive the post 18 to 24 inches into the ground adjacent to the curb box. Do not connect to the curb box in any way and will be left in place. The cost of furnishing and placing the guard post is incidental to water service construction.

J.4.3 Reconnected Water Services

Locate all existing underground water services. The plans will supply the contractor with the approximate locations as available to the owner. Following the pressure test and bacteria safe test, tap the main and connect the new water services in as direct alignment as possible to the existing water services. Before the excavation is backfilled, inspect all service connections for leaks and acceptability. Leave all service connections exposed and contact the city for inspection.

Disconnect existing water services where shown on the plans or as directed by the engineer. Disconnected existing water service includes excavation at the main and closing the existing corporation.

J.4.4 Bored Water Services

Provide a minimum of two separate wraps of polyethylene for furnishing all pipes installed in bored or cased holes. Exercise extreme care to prevent mud or dissimilar materials that would cause corrosion, to come in contact with the pipe.

J.4.5 Insulating Water Services

Insulate building water services wherever the depth of cover is less than 6 feet, or passes within 2 feet of an underground structure, which may experience freezing temperatures.

J.4.6 Exploratory Excavation

At own expense, explore a distance of 6 feet in each direction of the initial excavation, or a total of 12 feet, immediately in back of and parallel to the curb, or along the water main to find existing service. If the existing building sewers or water services cannot be located within these limits, and additional trenching is required, perform an "Exploratory Excavation".

Make all exploratory excavations on the service near its connection to the main so as to minimize the loss of any concrete curb and gutter. Excavations or services, which are separated by a distance of 5 feet or less, will be considered and paid for as one Exploratory Excavation regardless of the number of services located in that 5-foot length.

K Testing

K.1 General

All new water mains must be tested and successfully pass the pressure/leak test, electrical conductivity test, and the bacteria safe test as described. All testing to be performed will be under the supervision of the engineer and the Water Utility. Request all testing a minimum of 24 hours in advance.

K.2 Flushing

Thoroughly flush the newly installed water main to remove all debris and foreign materials, prior to performing any testing. Flushing will be done by the Water Utility. Notify the Water Utility for flushing, after notification the Water Utility will schedule flushing during periods of low demand. Flushing will take place as soon as possible following the installation of water main.

Supply the labor to assist the Water Utility during the flushing, and the materials and equipment necessary to ensure adequate drainage of the site during flushing, the cost of which, is incidental to the installation of water main.

K.3 Pressure/Leak Test

K.3.1 Testing Method

Perform the pressure test under the supervision of the engineer and the Water Utility. Request the test a minimum of 24 hours in advance. Furnish all equipment and labor necessary to perform the pressure/leak test. Perform the pressure/leak test prior to the bacteriological safe test.

Conduct the pressure/leak test after satisfactory installation of water main. Subject the test section to approximately 150 pounds per square inch gauge pressure at the point of highest elevation of the main under test. Leakage shall not exceed the number of gallons per hour as determined by the following formula for rubber-sealed joints:

$$\text{Allowable Leakage (GPH)} = S \times D \times P / 133,200$$

in which S = Length of pipe to be tested (Feet)
 D = Nominal diameter of pipe (Inches)
 P = Square root of the test pressure
@ 150 PSI, P = 12.25

Make tests against closed hydrant valves when hydrants are in the test section.

K.3.2 Failed Pressure/Leak Test

K3.2.1 Identification of Leak

If any test section fails to meet the leakage test, immediately make the necessary repairs to the water main at own expense. Repair all visible leaks, regardless of the amount of leakage.

K.3.2.2 Valve Replacement Option

If the pressure test fails when pressure testing against an existing valve, the valve may be replaced under the following conditions:

- (1) All possible sources of leaking have been investigated. The engineer shall then make the determination that the existing valve should be replaced.
- (2) After the replacement of the valve, perform a pressure/leak test, and listed below is the type of compensation received:
 - (a) If the pressure/leak test fails after a new valve has been installed, the further investigate the possible source of the leak and make any necessary corrections. No compensation will be made to the contractor for removal and replacement of the existing valve and box if the existing valve was not the cause of the leak.
 - (b) If the pressure leak test passes after the replacement of the existing valve, compensation is for the removal and replacement of the valve and box on a per each basis. Remove and Replace Valve and Box will be measured and paid for per each for the size installed, and will be full compensation for excavation, backfilling, furnishing, installing, labor and incidentals necessary to complete the work.

No compensation is given for investigating leakage at joints, fittings, or services even if the existing valve is faulty and is replaced.

K.4 Electrical Conductivity Test

K.4.1 General

Furnish all equipment, labor and miscellaneous items necessary to perform an electrical conductivity test on all water main installed under this contract. Test the water main for electrical continuity and current capacity. Make the electrical test while the main is at normal operating pressure.

K.4.2 Testing Methods

K.4.2.1 Direct Current

Impress direct current on the main between fire hydrants and the voltage increased until a current of 250 amperes is reached. Maintain this current for a period of five minutes. The resistance of the line can be determined by OHMS law. Before applying voltage to any main to which service laterals are connected, all electrical grounds shall be disconnected from the service laterals. Measure the current flow through the pipe continuously on a suitable ammeter. Maintain a steady current without interruption or excessive fluctuation for the five-minute test period.

Insufficient current, intermittent current, or arcing as indicated by large fluctuation of the ammeter needle is evidence of defective electrical contact in the main. Isolate the cause and correct. Retest the section of main in which the defective test occurred.

K.4.2.2 Voltage Resistance

Impress a voltage on the main between fire hydrants as required. Measure the resistance of the line with an approved ohmmeter. Maintain a continuous and steady reading for a 5 minute test period.

An insufficient ohmmeter reading is evidence of defective electrical contact in the main. Isolate the cause and corrected. Retest the section of main in which the defective test occurred.

K.5 Bacteriological Safe Test

K.5.1 General

Water from all new mains must successfully pass a bacteriological test in accordance to the requirements of the Department of Natural Resources, and the City of Eau Claire Water Utility before the main is placed in service. The city shall supervise all water main operations.

Provide access to the main for chlorinating and sampling, as directed by the engineer. Properly and securely brace the excavation and maintained until the successful testing, flushing, chlorinating, and sampling of the main are completed. Protect excavation by means of proper barricades and lanterns during the above-mentioned period.

K.5.2 Water Main Disinfection

Upon completion of a satisfactory pressure/leak test, perform a disinfection procedure in accordance to AWWA C651-86, continuous feed method. Apply chlorine at the beginning of the new main near the supply source. Furnish a corporation stop at a location approved by the engineer.

As part of the process, thoroughly disinfect all hydrants. Fully open all hydrants being disinfected and fill to the nozzle outlets with disinfectant. Upon completion of the continuous feed process, replace nozzle caps and keep hydrant full for 24 hours until sampling.

Prepare a solution of one percent chlorine for application. The solution requires one pound of high-test calcium hypochlorite (HTH) in eight gallons of water. Keep water, from the existing supply system or other approved supply source, flowing at a constant rate into the new water main. In addition, feed chlorine into the new main at a constant rate. Produce a mixture of not less than 25 mg/l free chlorine.

The following table shows the application of chlorine required for every 100 feet of pipe:

Chlorine Required to Produce 25 – MG/L Concentration In 100 feet of Pipe by Diameter		
Pipe Diameter Inches	100% Chlorine– Pound	1% Chlorine Solution Gal.
4	.013	.16
6	.030	.36
8	.054	.65
10	.085	1.02
12	.120	1.44
16	.217	2.60

K.5.3 Sampling

After an adequate period of time for the disinfection process, the Water Utility will flush the main of the disinfection chemicals and sample the water for bacteria. Samples will be collected from each section of new main as well as each branch. In cases of extremely long mains, samples may be required to be collected along the length of line as well as at the end.

When necessary for sampling, furnish a corporation stop and sufficient copper for sampling at a location approved by the engineer. Installation of this corporation stop and copper is incidental to water main construction.

The water main will be sampled daily until two consecutive samples pass the standard bacteriological test, at which time the contractor will be notified, and the main will be put in service. The Water Utility or owner will take all necessary samples of the water and provide any sampling supplies necessary to take these samples at no cost to the contractor.

K.5.4 Re-chlorination

When unsatisfactory results are obtained, re-chlorinate the main, as directed by the engineer. When rechlorination is deemed necessary, no additional compensation is given.

L Measurement and Payment

L.1 Water Main

The department will measure (Size) Water Service and (Size) Water Main CL 52 in length by the linear feet as measured along the centerline of the pipe through valves and fittings, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	6-Inch D.I. Water Service	LF
SPV.0090.06	8-Inch D.I. Water Main CL 52	LF

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

L.2 Remove Hydrant

The department will measure Remove Hydrant by each individual unit, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Remove Hydrant	Each

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

L.3 Hydrant Lead

The department will measure 6-Inch Hydrant Lead by the linear foot as measured along the centerline of the pipe through valves and fittings, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	6-Inch D.I. Hydrant lead	LF

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

L.4 Fire Hydrant

The department will measure Fire Hydrant by each individual unit, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Fire Hydrant	Each

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

L.5 Valve and Box

The department will measure (size) Valve Box by each individual unit, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Valve and Box, 6-Inch	Each
SPV.0060.05	Valve and Box, 8-Inch	Each

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

L.6- Fittings

The department will measure Fittings by the weight of each acceptably installed unit.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Fittings	LB

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

L.7-Abandon Water Main

Abandon existing water mains as shown on the project plans or as directed by the engineer. Abandoning water mains, including cutting, capping, bulk-heading or other means required for abandonment, will be considered incidental to Bid Item SPV.0090.06, 8-Inch D.I. Water Main CL 52.

24. Adjusting Valve Boxes, Item SPV.0060.06.

A Description

Adjust water main valve boxes, gas valve boxes, or any other valve box encountered during construction, including required excavation and backfilling, all in accordance to the plans, and hereinafter provided.

B (Vacant)

C Construction

C.1 Inspection

All water valve boxes will be inspected by the City of Eau Claire prior to construction to determine condition. During this inspection, if any valve box assemblies or sections are found to be in need of replacement, the city will have its own contractor replace the valve box assemblies or sections in need of replacement.

C.2 Construction

Replace any existing valve box assembly or section that is to remain that is damaged during construction, using material approved by the engineer. Adjust the valve box 1/4 inch to 3/8 inch below the finished surface. After the casting is set to grade, compact the valve boxes with granular backfill. Have personnel available to adjust valve boxes that have been incorrectly set or moved during the paving operation to within the tolerances described above.

D Measurement

The department will measure Adjusting Valve Boxes by each unit, acceptably completed. Each valve box assembly is measured for payment once no matter how many adjustments have occurred on an individual valve.

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	Adjusting Valve Boxes	Each

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

25. Concrete Curb And Gutter 24-Inch Type D, Item SPV.0090.07.

A Description

Construct concrete curb and gutter as indicated on the project plans, as directed by the engineer and as described hereinafter. Perform this work in accordance to the requirements of standard spec 601 Concrete Curb and Gutter, except as hereinafter amended.

B (Vacant)

C Construction

Add the following to standard spec 601.3.4 Placing Concrete:

Locate contraction joints at approximate 10-foot intervals in all curb or curb and gutter construction.

Revise the first paragraph of standard spec 601.3.6 Expansion Joints as follows:

Place expansion joints in curb or curb and gutter constructed next to asphaltic pavement or surfacing. Locate joints everywhere that tangent and radial curb, or curb and gutter meet, on each side of every catch basin or inlet approximately 3-feet from the catch basin or inlet; at driveways; and on tangent sections at a maximum spacing of 300-feet.

D Measurement

The department will measure Concrete Curb and Gutter 24-Inch Type D by 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	Concrete Curb And Gutter 24-Inch Type D	LF

Payment is full compensation for furnishing and installing; and for excavation and granular backfill.

**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 1 (*number*) TrANS Graduate(s) be utilized on this contract.

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

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

<p>Prime Contractor 's Contact Person</p> <div style="border: 1px solid black; width: 100%; height: 15px; margin-bottom: 5px;"></div> Phone: _____ Fax: _____ Email: _____ _____	<p>DBE Contractor Contact Person</p> <div style="border: 1px solid black; width: 100%; height: 15px; margin-bottom: 5px;"></div> 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>

**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
EAU CLAIRE 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	30.42	18.04	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	33.95	18.01	51.96
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	30.59	18.37	48.96
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	23.73	19.09	42.82
Ironworker	34.65	22.85	57.50
Future Increase(s): Add \$1.50/hr on 5/1/2015. 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 and Christmas Day.			
Line Constructor (Electrical)	39.50	18.58	58.08
Painter	26.65	16.09	42.74
Pavement Marking Operator	28.97	17.70	46.67
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.			

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Roofer or Waterproofer	23.70	10.87	34.57
Teledata Technician or Installer	16.50	8.27	24.77
Tuckpointer, Caulker or Cleaner	34.49	13.96	48.45
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, Dumptor, 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	23.16	17.90	41.06
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	24.68	14.61	39.29
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			

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	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)	17.00	0.00	17.00
Railroad Track Laborer	17.00	3.06	20.06

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).	52.90	20.19	73.09
Backhoe (Track Type) Having a Mfgr.'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 Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig;	36.72	21.15	57.87

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
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 .	36.46	21.15	57.61
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 .	36.17	21.15	57.32
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/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 .	28.89	17.95	46.84
Fiber Optic Cable Equipment.			

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	Truck Drivers:	Basic Hourly Rates	Fringe Benefits
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			

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.

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.42	16.97
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	34.15	22.05
Cement Mason/Concrete Finisher	31.37	16.85
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	24.11	12.15
Well Drilling:		
Well Driller	16.52	3.70

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin
GENERAL DECISION NUMBER: WI150010
DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: 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); tugging; 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

<u>LABORERS CLASSIFICATION:</u>	<u>Rates</u>	<u>Benefits</u>	
Electricians			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.
Area 1	\$29.00	26.5%+ 9.15	
Area 2:			
Electricians.....	30.59	18.43	Area 5 - ADAMS, CLARK (Colby, Fremont, 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			
Installer/Technician	22.50	12.72	Area 11 - DOUGLAS COUNTY
Sound & Communications			
Area 15			
Installer.....	16.47	14.84	Area 12 - RACINE (except Burlington township) COUNTY
Technician.....	25.63	17.21	Area 13 - MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 1 - CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			Area 14 - Statewide.
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 15 - DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 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:
20150512048

PROJECT(S):
7824-01-72
7824-01-73
7824-01-74

FEDERAL ID(S):
WISC 2015302
N/A
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 Contract Items

0010	201.0105 Clearing	10.000 STA	.	.	.	.
0020	201.0205 Grubbing	10.000 STA	.	.	.	.
0030	204.0100 Removing Pavement	265.000 SY	.	.	.	.
0040	204.0120 Removing Asphaltic Surface Milling	3,450.000 SY	.	.	.	.
0050	204.0150 Removing Curb & Gutter	1,184.000 LF	.	.	.	.
0060	204.0155 Removing Concrete Sidewalk	709.000 SY	.	.	.	.
0070	204.0210 Removing Manholes	7.000 EACH	.	.	.	.
0080	204.0220 Removing Inlets	8.000 EACH	.	.	.	.
0090	204.0245 Removing Storm Sewer (size) 01. 12-Inch	286.000 LF

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150512048PROJECT(S):
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7824-01-73
7824-01-74FEDERAL ID(S):
WISC 2015302
N/A
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	204.0245 Removing Storm Sewer (size) 02. 24-Inch	617.000 LF	.	.	.	.
0110	205.0100 Excavation Common ***p**	12,089.000 CY	.	.	.	.
0120	208.0100 Borrow	3,191.000 CY	.	.	.	.
0130	213.0100 Finishing Roadway (project) 01. 7824-01-72	1.000 EACH	.	.	.	.
0140	305.0120 Base Aggregate Dense 1 1/4-Inch	8,675.000 TON	.	.	.	.
0150	416.0180 Concrete Driveway 8-Inch	560.000 SY	.	.	.	.
0160	455.0105 Asphaltic Material PG58-28	360.000 TON	.	.	.	.
0170	455.0605 Tack Coat	2,400.000 GAL	.	.	.	.
0180	460.1101 HMA Pavement Type E-1	6,530.000 TON	.	.	.	.
0190	460.2000 Incentive Density HMA Pavement	4,180.000 DOL	1.00000	.	4180.00	.

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7824-01-73
7824-01-74FEDERAL ID(S):
WISC 2015302
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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	465.0315 Asphaltic Flumes	15.000 SY	.		.	
0210	520.1015 Apron Endwalls for Culvert Pipe 15-Inch	1.000 EACH	.		.	
0220	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	1.000 EACH	.		.	
0230	521.0115 Culvert Pipe Corrugated Steel 15-Inch	154.000 LF	.		.	
0240	521.1015 Apron Endwalls for Culvert Pipe Steel 15-Inch	10.000 EACH	.		.	
0250	602.0405 Concrete Sidewalk 4-Inch	10,422.000 SF	.		.	
0260	602.0415 Concrete Sidewalk 6-Inch	1,685.000 SF	.		.	
0270	602.0505 Curb Ramp Detectable Warning Field Yellow	176.000 SF	.		.	
0280	606.0100 Riprap Light	37.000 CY	.		.	
0290	606.0200 Riprap Medium	10.000 CY	.		.	

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REVISED:

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20150512048	7824-01-72	WISC 2015302
	7824-01-73	N/A
	7824-01-74	N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	509.000 LF	.	.	.	.
0310	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	1,041.000 LF	.	.	.	.
0320	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	255.000 LF	.	.	.	.
0330	608.0321 Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	554.000 LF	.	.	.	.
0340	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	305.000 LF	.	.	.	.
0350	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	574.000 LF	.	.	.	.
0360	611.0530 Manhole Covers Type J	16.000 EACH	.	.	.	.
0370	611.0612 Inlet Covers Type C	3.000 EACH	.	.	.	.
0380	611.0624 Inlet Covers Type H	28.000 EACH
0390	611.2004 Manholes 4-FT Diameter	13.000 EACH

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7824-01-73
7824-01-74

FEDERAL ID(S):
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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	611.3230 Inlets 2x3-FT	28.000 EACH	.		.	
0410	611.8110 Adjusting Manhole Covers	19.000 EACH	.		.	
0420	611.8115 Adjusting Inlet Covers	28.000 EACH	.		.	
0430	611.9800.S Pipe Grates	2.000 EACH	.		.	
0440	619.1000 Mobilization	1.000 EACH	.		.	
0450	625.0100 Topsoil	7,500.000 SY	.		.	
0460	627.0200 Mulching	7,500.000 SY	.		.	
0470	628.1104 Erosion Bales	35.000 EACH	.		.	
0480	628.1504 Silt Fence	2,851.000 LF	.		.	
0490	628.1520 Silt Fence Maintenance	2,851.000 LF	.		.	

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7824-01-73
7824-01-74

FEDERAL ID(S):
WISC 2015302
N/A
N/A

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0500	628.2008 Erosion Mat Urban Class I Type B	4,600.000 SY	.	.	.	.
0510	628.7005 Inlet Protection Type A	3.000 EACH	.	.	.	.
0520	628.7020 Inlet Protection Type D	28.000 EACH	.	.	.	.
0530	629.0210 Fertilizer Type B	4.700 CWT	.	.	.	.
0540	630.0140 Seeding Mixture No. 40	135.000 LB	.	.	.	.
0550	643.0100 Traffic Control (project) 01. 7824-01-72	1.000 EACH	.	.	.	.
0560	643.0420 Traffic Control Barricades Type III	920.000 DAY	.	.	.	.
0570	643.0705 Traffic Control Warning Lights Type A	1,702.000 DAY	.	.	.	.
0580	643.0900 Traffic Control Signs	1,380.000 DAY
0590	643.1000 Traffic Control Signs Fixed Message	59.000 SF

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7824-01-74FEDERAL ID(S):
WISC 2015302
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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0600	643.2000 Traffic Control Detour (project) 01. 7824-01-72	1.000 EACH	.		.	
0610	643.3000 Traffic Control Detour Signs	1,610.000 DAY	.		.	
0620	645.0120 Geotextile Fabric Type HR	134.000 SY	.		.	
0630	646.0106 Pavement Marking Epoxy 4-Inch	15,521.000 LF	.		.	
0640	646.0126 Pavement Marking Epoxy 8-Inch	124.000 LF	.		.	
0650	647.0166 Pavement Marking Arrows Epoxy Type 2	33.000 EACH	.		.	
0660	647.0206 Pavement Marking Arrows Bike Lane Epoxy	12.000 EACH	.		.	
0670	647.0306 Pavement Marking Symbols Bike Lane Epoxy	12.000 EACH	.		.	
0680	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	60.000 LF	.		.	
0690	647.0716 Pavement Marking Diagonal Epoxy 8-Inch	124.000 LF	.		.	

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7824-01-74FEDERAL ID(S):
WISC 2015302
N/A
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0700	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	175.000 LF	.	.	.	.
0710	690.0150 Sawing Asphalt	334.000 LF	.	.	.	.
0720	690.0250 Sawing Concrete	22.500 LF	.	.	.	.
0730	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,200.000 HRS	5.00000	.	6000.00	.
0740	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	300.000 HRS	5.00000	.	1500.00	.
0750	SPV.0060 Special 01. Sanitary Sewer Wye, 8-Inch X 6-Inch	5.000 EACH	.	.	.	.
0760	SPV.0060 Special 02. Remove Hydrant	2.000 EACH	.	.	.	.
0770	SPV.0060 Special 03. Fire Hydrant	2.000 EACH	.	.	.	.
0780	SPV.0060 Special 04. Valve And Box, 6-Inch	9.000 EACH	.	.	.	.
0790	SPV.0060 Special 05. Valve And Box, 8-Inch	2.000 EACH

SCHEDULE OF ITEMS

REVISED:

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7824-01-72
7824-01-73
7824-01-74FEDERAL ID(S):
WISC 2015302
N/A
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0800	SPV.0060 Special 06. Adjusting Valve Boxes	6.000 EACH	.	.	.	.
0810	SPV.0060 Special 07. Inlet 30-Inch Round	3.000 EACH	.	.	.	.
0820	SPV.0085 Special 01. Fittings	1,055.000 LB	.	.	.	.
0830	SPV.0090 Special 01. 8-Inch Sanitary Sewer	375.000 LF	.	.	.	.
0840	SPV.0090 Special 02. 10-Inch Sanitary Sewer	250.000 LF	.	.	.	.
0850	SPV.0090 Special 03. 6-Inch Sanitary Sewer Service	171.000 LF	.	.	.	.
0860	SPV.0090 Special 04. 6-Inch D.I. Hydrant Lead	65.000 LF	.	.	.	.
0870	SPV.0090 Special 05. 6-Inch D.I. Water Service	230.000 LF	.	.	.	.
0880	SPV.0090 Special 06. 8-Inch D.I. Water Main CL 52	642.000 LF	.	.	.	.
0890	SPV.0090 Special 07. Concrete Curb And Gutter 24-Inch Type D	6,242.000 LF	.	.	.	.

SCHEDULE OF ITEMS

CONTRACT:
20150512048

PROJECT(S):
7824-01-72
7824-01-73
7824-01-74

FEDERAL ID(S):
WISC 2015302
N/A
N/A

REVISED:

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0900	SPV.0200 Special 01. Manhole Masonry Sanitary Sewer	36.920 VF	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE