# **HIGHWAY WORK PROPOSAL**

Proposal Number: 1 2

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

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	<u>HIGHWAY</u>
Washington	1330-24-70	WISC 2015 573	Grand Av/Branch St, City of Hartford, E Monroe Ave to Sumner St (STH 60)	STH 83
Washington	1330-24-71		Grand Av/Branch St, City of Hartford, E Monroe Ave to Sumner St (STH 60) - Utility Improvements	STH 83

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

Proposal Guaranty Required, \$ 75,000.00	Attach Proposal Guaranty on back of this PAGE.
Payable to: Wisconsin Department of Transportation	
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: November 10, 2015 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
October 28, 2016	NOT FOR BIDDING FOR OSES
Assigned Disadvantaged Business Enterprise Goal 15%	This contract is exempt from federal oversight.

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

Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.			
Subscribed and sworn to before me this date			
(Signature, Notary Public, State of Wisconsin)	(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

Removals, grading, breaker run, base aggregate, concrete pavement, concrete sidewalk, storm sewer, erosion control, concrete curb and gutter, traffic signals, decorative lighting, sanitary and water improvements, permanent signing, traffic control, pavement marking.

Notice of Award Dated

Date Guaranty Returned

# PLEASE ATTACH PROPOSAL GUARANTY HERE

# **Effective with November 2007 Letting**

# PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Effective with August 2015 Letting**

# BID PREPARATION

# **Preparing the Proposal Schedule of Items**

#### A General

- 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: <a href="http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx">http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</a>

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<sup>TM</sup> on-line bidding exchange at <a href="http://www.bidx.com/after 5:00 P.M.">http://www.bidx.com/after 5:00 P.M.</a> 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<sup>TM</sup> 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:

  <a href="http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx">http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</a>

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.

Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

#### **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<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  - 3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> 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<sup>TM</sup> web site reflecting the latest addenda posted on the department's web site at:

http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

Use Expedite TM 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 Meb site to assure that the schedule of items is prepared properly.

(2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> generated schedule of items is not the same on each page.
  - The check code printed on the printout of the Expedite<sup>TM</sup> 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 Corpor	ate Seal)		
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FO	OR PRINCIPAL	NOTARY FO	R SURETY
(I)	Date)	(Dat	te)
State of Wisconsin	)	State of Wisconsin	)
	) ss. County )		) ss. _County )
On the above date, this instrument named person(s).	was acknowledged before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Pu	ublic, State of Wisconsin)	(Signature, Notary Publ	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)		(Print or Type Name, Notary Public, State of Wisconsin)	
(Date Commission Expires)		(Date Commis	sion Expires)

Notary Seal 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

(Date)

Time Period Valid (	From/To)
Name of Surety	
Name of Contracto	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

## March 2010

# LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	<b>Estimated Value</b>

#### **DECEMBER 2000**

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

# **Instructions for Certification**

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

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

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

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

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

# **Special Provisions**

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#### SPECIAL PROVISIONS

# 1. General.

Perform the work under this construction contract for Project 1330-24-70, Grand Av/Branch St, City of Hartford, E Monroe Ave to Sumner St (STH 60), STH 83, Washington County; and project 1330-24-71, Grand Av/Branch St, City of Hartford, E Monroe Ave to Sumner St (STH 60) – Utility Improvements, STH 83, Washington County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2015 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system. 100-005 (20141107)

# 2. Scope of Work.

The work under this contract shall consist of removals, grading, breaker run, base aggregate, concrete pavement, concrete sidewalk, storm sewer, erosion control, concrete curb and gutter, traffic signals, decorative lighting, sanitary and water improvements, permanent signing, traffic control, pavement marking, restoration, 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.

#### A General

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

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

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

Notify City of Hartford two weeks prior to work that may disturb address number signs, and side road name signs for relocation purposes. Contact the City of Hartford to coordinate the relocation of mailboxes at the south end of the project during construction. The City of Hartford contact is Jason Schall, (262) 673-8263.

The City of Hartford will maintain curb ramp installed for detour route at Harker Avenue once construction is complete.

Do not disturb existing sign base at 52 South Main Street (Plat parcel 96).

Contact the owner of 158 Branch Street prior to the removal of the decorative block wall. Owner would like to keep the decorative blocks.

Do not disturb hedges and private steps between Station 273+00 RT to Station 277+75 RT. Do not disturb private steps at Station 289+45 LT (155 Branch Street) and Station 292+90 RT (108 Branch Street). Do not disturb hedges at the corner of S. Main Street/Branch Street/STH 83 (90 S. Main Street.).

#### **B** Work Restrictions

Comply with all local ordinances which apply to work operations, including those pertaining to work during night-time hours. Furnish any and all ordinance variances issued by the municipality or required permits to the engineer in writing three working days before performing such work. Night-time and weekend work will not be allowed without written approval from the engineer and the City of Hartford Department of Public Works at least three working days in advance of the work during night-time and weekend hours.

Where the engineer in conjunction with the contractor's work schedule has permitted lane closure(s), make a continuous effort to complete the work within the said lane closure(s) in a timely manner. If, in the engineer's judgment, the contractor's operations fail to meet the approved schedule, permission for a full-time lane closure will be rescinded.

Do not begin or continue any work that closes traffic lanes outside of the allowed time periods specified in the Traffic article in these special provisions.

## C Schedule of Operations

There may be multiple mobilizations for such items as: traffic control, signing items, temporary pavement marking, topsoil, sodding, drainage items, water main and sanitary spot replacement, and other incidental items related to staging. No additional payment will be made by the department for said mobilizations.

The schedule of operations shall conform to the construction staging as shown in the construction staging plans, unless the engineer approves modifications to the schedule in writing.

Complete all clearing and grubbing by March 31.

Stage 1 construction of STH 83 between Kossuth Street and STH 60 shall not begin until July 5, 2016 to minimize impacts to businesses and local events. The City of Hartford uses STH 83 (Main Street) for the Memorial Day parade, July 4<sup>th</sup> parade, and high school homecoming parade during the second week in October.

Staged construction of the E. Monroe Avenue intersection, Stage 1A, 1B, 1C, and 1D shall not begin until May 31, 2016.

Complete all contract work including final landscaping, signing and pavement markings within the limits of STH 83 Stage 1 construction limits and open the roadway to through traffic prior to 12:01 AM August 20, 2016.

If the contractor fails to complete all contract work including final landscaping, signing and pavement markings within the limits of STH 83 Stage 1 construction limits and open the roadway to through traffic prior to 12:01 AM August 20, 2016, the department will assess the contractor \$1,810 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 20, 2016. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

## **D** Contractor Coordination

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

Hold prosecution and progress meetings once a week. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks shall attend and provide a written schedule of the next week(s)' operations. The written schedule shall include begin and end dates of specific prime and subcontractor work operations. City of Hartford representatives shall be invited to attend the prosecution and progress meetings. Agenda items at the meeting will include review of all contractor schedules, evaluation of progress and pay items, and making revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors. Based on the progress meeting, if the engineer requests a new revised schedule, submit it within seven calendar days. Failure to submit a new schedule within seven days shall result in the engineer holding pay requests until received.

# **E Pedestrian Access During Construction**

# E.1 Pedestrian Access During Staged Construction of E. Monroe Ave. intersection

Maintain access to concrete sidewalk on the west side of STH 83 south of E. Monroe Ave. at all times via sidewalk installation on E. Monroe Ave. between Evergreen Dr., and STH 83 in Stage 1A. Install new concrete sidewalk and new curb ramp at Harker Ave. prior to temporary widening on the north side of E. Monroe Ave. and prior to enforcing the pedestrian detour in Stage 1A.

Detour pedestrians traveling west or east on E. Monroe Ave. during the construction of the E. Monroe Ave. intersection, Stages 1A, 1B, 1C, and 1D. Detour will follow Evergreen Dr., Jefferson Ave., and Harker Ave. around the intersection of STH 83 and E. Monroe Ave. as shown in the plans.

#### E.2 Pedestrian Access within Road Closed Work Zone

Maintain access to sidewalk on one side of STH 83 in areas where STH 83 is closed during Stage 1 and Stage 2 construction at all times. Maintain pedestrian movements at all times crossing STH 83 to at least one side of the road. Maintain pedestrian movements at all times crossing the construction zone. The contractor shall conduct his construction operations in a safe manner taking into consideration the traveling public, his workers, and access to-and-from the construction zone.

Place temporary hard surface immediately following any construction activities that require removals on the open sidewalk or curb ramp construction. The temporary hard surface shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, warning fields, or alternative material approved by the engineer. Gravel or base course material is not acceptable. Maintain ADA accessible pedestrian walkways that are free from mud, sand, and construction debris.

Place proper signage directing pedestrians to the side of the road that is open through the use of 'Sidewalk Closed Cross Here (with directional arrow)'. Use these signs within the work zone, at intersection crossings, and at the nearest crossroad both west and east of STH 83.

## 4. Traffic.

#### A General

Construct STH 83 in two stages. Close STH 83 to through traffic during construction except for the intersection of STH 83 and E. Monroe Ave. which will be staged and remain open at all times. The STH 83/E. Monroe Ave. intersection is to remain open to traffic with a 4-way stop during all stages of construction. The eastbound and southbound approaches at the intersection are required to maintain one lane of traffic for turning and through movements during construction. The northbound and westbound approaches at the intersection are required to maintain a left-turn lane and combined through/right turn lane for purposes of the detour route.

Detoured STH 83 traffic during both Stage 1 and 2 will utilize E. Monroe Ave., CTH K, and STH 60.

Traffic control stage changes are only allowed during non-peak traffic periods.

#### A.1 Overview

Submit a detailed traffic control plan to the engineer for approval if different than the traffic control plan provided in the plan set. Submit this plan 10 days prior to the pre-construction conference.

Submit a traffic control change request for work during construction to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

When temporary pavement marking removable tape is required, it shall be cut through its full width and thickness at 25-foot intervals to control raveling.

# **Traffic Operations during Construction**

The following is a general overview of the traffic control and staging required for the project.

Place Portable Changeable Message Signs (PCMS) at the south and north construction limits on STH 83 7 calendar days prior to construction; 'ROAD WORK BEGINS' and 'DAY, MONTH, TIME'.

Coordinate with the City of Hartford for signal modifications at the STH 60 and CTH K intersection and the STH 60 and STH 83 intersection during construction due to the increased traffic on the signed detour route. Increase of split time for the northbound and southbound approaches at STH 60 and CTH K intersection is needed to accommodate the added northbound left-turning volume during construction. Modifications to the signal at the STH 60 and STH 83 intersection are not anticipated, but the intersection should be monitored throughout construction.

# **Stage 1** activities shall include:

Close STH 83 to through traffic from approximately 350' north of Jefferson Ave. to STH 60. The E. Monroe Ave. intersection will remain open to traffic through staged construction.

- Construct STH 83 approximately 350' north of Jefferson Ave. to STH 60.
- Remove and install new storm sewer.
- Upgrade water main and sanitary sewer.
- Install salvaged decorative lighting between Kossuth St. and STH 60 in new locations.
- Construct E. Monroe Ave. and STH 83 intersection under stages 1A-1D.
- Remove and install new storm sewer and water main as specified in the plans.
- Install new traffic signals.

# Stage 1A (STH 83/E. Monroe Ave. Intersection) activities shall include:

- Construct temporary widening on the outside of the northbound lane on STH 83 south of E. Monroe Ave. to the south project limit.
- Construct temporary widening on the north side of E. Monroe Ave.
- Construct concrete sidewalk on the south side of E. Monroe Ave. between Evergreen Dr. and STH 83 to maintain access to the existing sidewalk along the west side of STH 83 south of E. Monroe Ave.
- Construct curb ramp on south side of STH 83 at Harker Ave.
- Remove and install storm sewer during approved times and at the engineers direction using flagging operations. Maintain two lanes of traffic in each direction at all times.
- Maintain drainage to existing inlets within the temporary widening until Stage
   1D. Replace curb inlet covers with flat inlets covers when constructing the temporary widening.

Implement a 4-way stop at the intersection of STH 83/E. Monroe Ave during Stage 1A. Install stop ahead warning signs for duration of intersection construction as noted in the traffic control plans. Place Traffic Control Signs Portable Changeable Message on STH 83 north and south of the STH 83/E. Monroe Ave. intersection and on E. Monroe Ave. west and east of the STH 83/E. Monroe Ave. intersection two weeks prior to implementing a 4-way stop to inform traffic of pattern change; 'BE PREPARED TO STOP'.

Place Traffic Control Signs Portable Changeable Message on STH 83 north and south of the STH 83/E. Monroe Ave. intersection and on E. Monroe Ave. west and east of the STH 83/E. Monroe Ave. intersection throughout storm sewer construction to inform traffic of flagging operations; 'FLAGGERS AHEAD, EXPECT DELAYS'.

# Stage 1B (STH 83/E. Monroe Ave. Intersection) activities shall include:

- · Shift STH 83 traffic to northbound lanes and temporary widening.
- Shift E. Monroe Ave. traffic to the north side of the intersection and temporary widening.
- Construct west side of the STH 83 and south side of E. Monroe Ave.
- Install water main as specified in plans. Maintain drainage to existing inlets within the temporary widening until Stage 1D.

# **Stage 1C** (STH 83/E. Monroe Ave. Intersection) activities shall include:

- Shift STH 83 traffic to outside lanes and temporary widening.
- Shift E. Monroe Ave. traffic to the outside lanes and temporary widening.
- Construct inside lane and part of northbound lanes on STH 83.
- Construct inside westbound lane on E. Monroe Ave.
- Install new water main as specified in plans. Maintain drainage to existing inlets within the temporary widening until Stage 1D.

# **Stage 1D** (STH 83/E. Monroe Ave. Intersection) activities shall include:

- Close STH 83 northbound shoulder, remove temporary widening, remove temporary inlets, and finish construction of the east side of STH 83.
- · Shift E. Monroe Ave. traffic to the south side of the intersection.
- Finish construction of the north side of E. Monroe Ave., remove temporary widening, and remove temporary inlets.
- Install new water main as specified in plans.

Gap the middle of the intersection as necessary to maintain access and construct final pavement in Stages 1B-1D. Use flaggers only at approved times and at the engineers direction.

# **Stage 2** activities shall include:

Close STH 83 from E. Monroe Ave to 350' north of Jefferson Ave.

- Construct STH 83 from E. Monroe Ave to 350' north of Jefferson Ave.
- Remove and install new storm sewer.
- Upgrade water main and sanitary sewer.

# **B** Definitions

# Peak Travel Periods (School is out of session)

- 6:00 AM to 8:00 AM Monday, Tuesday, Wednesday, Thursday, and Friday
- 4:00 PM to 6:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

# Peak Travel Periods (School is in session)

- 6:00 AM to 8:00 AM Monday, Tuesday, Wednesday, Thursday, and Friday
- 2:30 PM to 6:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

#### Non-Peak Travel Periods (School is out of session)

8:00 AM to 4:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

# Non-Peak Travel Periods (School is in session)

8:00 AM to 2:30 PM Monday, Tuesday, Wednesday, Thursday, and Friday

# **Night-Time Periods**

 6:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday to 6:00 AM the following day

#### Weekend Periods

• 6:00 AM Saturday to 6:00 AM Monday

# C Local Traffic Access to Project

Maintain local traffic access during construction.

# C.1 Requirements for Local Access Traffic Control

## C.1.1 General

Construct and maintain a local traffic access route on any section of roadway within the construction zone that will carry only local traffic conforming to the following criteria:

- · Number of Lanes: One lane through the work zone
- Lane Width: Minimum of 10 foot width
- Driving Surface: Acceptable driving surfaces include asphaltic surface temporary, HMA pavement, concrete, or 6 inches of compacted and uniform base aggregate dense.

# **D** Property Access

Maintain access to properties along the project for local residents, businesses, and emergency vehicles. Access to all driveways and parking lots where alternative access is not available shall remain open at all times, except when it is absolutely necessary to close them for the purpose of storm sewer, sanitary sewer, water main, concrete sidewalk, driveway and concrete curb and gutter construction. Keep business entrances open by constructing driveways in halves or by closing one access at a time for properties with multiple driveways. Any other properties that have multiple driveways the contractor can close one at a time. Construct temporary private and commercial entrances including a crushed aggregate surface, within 24 hours of removal. Combine temporary commercial entrances wherever practical, to minimize the number of access locations.

Inform all impacted property owners two working days prior to closing a driveway. Maintaining property access as described above is considered incidental to the Traffic Control (Project) bid item.

#### **E** Advance Notification

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

Lane closures	3 business days
Local Street openings/closings	7 calendar days
Project Start	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Non-compliance with the above requirements may result in non-approval of a closure.

No time extensions as described in standard spec 108.10 will be granted for non-approval of a closure. The department will not assume damages accrued due to non-approval of a

closure, including but not limited to mobilization costs, traffic control costs, and other damages for delays to the contract.

Notify the City of Hartford Police and Fire Departments and the Washington County Sheriff of all roadway closures and traffic control changes 48 hours in advance of roadway closures. Notifications shall be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

City of Hartford Police Department: (262) 673-2600

City of Hartford Fire Department: (262) 673-8290

Washington County Sheriff's Department: (262) 335-4378

Wisconsin State Patrol: (262) 785-4700

# **F** Construction Activities

Coordinate and stage all construction activities within the areas of local traffic routes, as required to maintain a traveled way conforming to all above requirements.

Employ flaggers, signs, barricades, and drums as may be necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

Use drums and barricades to direct vehicular traffic in the work zone and to protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, hydrants, etc. The use of such devices shall be incidental to the operation which creates the hazard. Drop-offs greater than 6-inches within 4 feet of an open traffic lane shall be graded or paved to maintain a 3:1 maximum slope.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the engineer. Park and store equipment and material only at work sites approved by the engineer.

To prevent them from becoming displaced during the project, the contractor is responsible for securing any inlet grates that will be subject to traffic during construction operations. The method of securing the inlet grates can be by means of tack welding, mastic or other means acceptable to the engineer. The contractor is also responsible for unsecuring all inlet grates prior to final completion of the project. Any costs associated with securing and unsecuring the grates is incidental to the inlet cover pay items.

# 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 83 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 27, 2016 to 6:00 AM Tuesday, May 31, 2016 for Memorial Day;
- From noon Friday, July 1, 2016 to 6:00 AM Tuesday, July 5, 2016 for Independence Day;
- From noon Friday, September 2, 2016 to 6:00 AM Tuesday, September 6, 2016 for Labor Day.

107-005 (20050502)

## 6. Utilities.

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

There are underground and overhead utility facilities located within the project limits and there are known utility adjustments required for this construction project. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities which have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times.

Some of the work described below is dependent on coordination of work being performed by the contractor at a specific location. In such situations, provide a good faith notice to both the engineer and the affected utility of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when you anticipate the prior work being completed and the site will be available to the utility. Follow-up with and provide a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

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

If a conflict with abandoned utility facilities is encountered, contact the appropriate utility owner/representative for instructions on proper removal and disposal of said facility.

Known utilities on the projects are as follows:

**AT&T Wisconsin** (telecommunications) has aerial and underground fiber optic and telephone facilities within the construction project. The existing facilities include:

· STH 83:

- AT&T has underground telephone facilities on the west side of STH 83 from the begin project limit to just north of E. Monroe Ave. at a manhole located at Station 256+70 LT.
- AT&T has aerial facilities on Hartford Electric poles between E. Lincoln Ave. to Church St. on the west side of STH 83.
- AT&T has underground telephone facilities on the STH 83 southbound travel lane and curb line between Church St. and STH 60.
- Intermittent underground facility crossings are located Jefferson Ave., Church St., and Kossuth St.

#### E. Monroe Ave:

- AT&T has underground fiber optic and telephone copper cables located in the terrace area on the north side of E. Monroe Ave. between Station 50+50 to 52+25 LT and cross under STH 83 to a manhole located at Station 256+70 LT.
- AT&T has underground telephone facilities in the terrace areas on both the north and south side of E. Monroe Ave. between Station 47+50 to 50+50.
- AT&T has underground fiber optic facilities on the south side of E. Monroe Ave.

Location and Conflict	Resolution	
1. Underground copper and fiber facilities that	are in conflict with construction/proposed	
storm sewer installation:		
E. Monroe Ave.		
Station 50+00 – 52+25 LT (2 FO cables and	AT&T will remove the hand hole at Station	
2 copper telephone cables running from MH	50+55 LT and relocate it to the east at 52+75	
in west terrace of STH 83 to the east down	LT. The pedestal will be eliminated and the	
the north side of E. Monroe Ave.)	cable inside it will be buried. The 4 cables	
	will be lowered to minimum 24" below grade	
	as necessary. AT&T will need 3 working days to complete this work during	
	construction.	
STH 83	construction.	
Station 254+18 LT	AT&T will lower 2 copper telephone cables	
	12" to avoid conflict with a proposed 15"	
	SSPRC. Work to be completed prior to	
	construction.	
Station 255+50 LT (southwest corner of	AT&T will relocate buried closures, cable	
E. Monroe Ave. and STH 83 intersection)	markers, and buried cables (both copper and	
	fiber) at this location to avoid conflict with	
	the proposed roadway widening. Several	
	cables will be abandoned in place. Work to be	
St. 1: 2/2124 P.T.	completed prior to construction.	
Station 262+24 RT	AT&T will lower (2) 4" PVC pipes	
	containing one copper cable, 24" to avoid	
	conflict with a proposed 24" SSPRC. AT&T	

will need 1 working day to complete this work during construction once the roadway pavement is removed. Station 293+14 LT AT&T will lower their conduit package, (6) MCD 4' ducts containing one copper cable from a 64" depth to a 76" depth; total lowering depth of 12" to avoid conflict with a proposed 15" SSPRC. AT&T will need 2 working days to complete this work during construction once the roadway pavement is removed. Station 294+80 LT AT&T will raise their conduit package, (2) 4" MTD pipes containing one copper cable, 6" to avoid conflict with a proposed 15" SSPRC. AT&T will need 2 working days to expose the conduits and 1 working day to splay the ducts during construction in conjunction with the proposed storm sewer installation. Station 294+75 to 295+50 LT AT&T will lower or laterally move up to 75' of this copper cable if in conflict with new lighting equipment installation. AT&T will need 1 working day to complete this work during construction. Station 295+76 LT AT&T will lower their conduit package, (2) 4" MTD pipes containing one copper cable, 12" to avoid conflict with a proposed 15" SSPRC. AT&T will need 2 working days to complete this work during construction once the roadway pavement is removed. Station 297+38 LT AT&T will raise their conduit package, (4) 4" MTD pipes containing one copper cable and on fiber cable, 12" to avoid conflict with a proposed 15" SSPRC. AT&T will need 2 working days to expose the conduits and 1 working day to splay the ducts during construction in conjunction with the proposed storm sewer installation. Station 298+39 LT AT&T will lower their conduit package, (4) 4" MTD pipes containing two copper cables and one fiber cable, 24" to avoid conflict with a proposed 15" SSPRC. AT&T will need 2 working days to complete this work during construction once the roadway pavement is removed.

# **STH 83** Station 271+67 LT AT&T will lower their conduit package, (6) 4" PVC pipes from a 56" depth to a 72" depth; total lowering depth of 16" to avoid conflict with a proposed 15" SSPRC. Station 272+50 RT AT&T will lower their conduit package, (6) 4" PVC pipes from a 50" depth to a 76" depth; total lowering depth of 26" to avoid conflict with a proposed 24" SSPRC pipe. Station 272+79 RT AT&T will lower their conduit package, (6) 4" PVC pipes from a 44" depth to a 62" depth; total lowering depth of 18" to avoid conflict with a proposed 15" SSPRC. AT&T will need 8 working days to complete the lowering at Station 271+67 LT, Station 272+50 RT, and Station 272+79 RT during construction once the roadway pavement is removed. 2. Aerial facilities on Hartford Electric owned poles in conflict with construction/grading: **STH 83** Station 268+00 to 293+00 LT/RT AT&T will work closely with Hartford Electric to transfer, replace, and relocate their aerial copper facilities, service terminals, and associated supportive hardware. Work to be completed prior to construction. 3. Manhole facilities in conflict with construction/grading and paving: **STH 83** Station 256+70 LT (located in sidewalk) AT&T will adjust the rims and covers of their Station 262+25 LT (located in southwest manholes as needed during construction in corner of Jefferson Ave. and STH 83 conjunction with the paving operations. AT&T will coordinate with the contractor intersection) Station 270+60 LT (located in terrace area, ahead of time and as required by road paving less than 1' behind the existing back of curb) crews. Minimal adjustments are anticipated, Station 293+55 LT (located in southbound if any at these locations. travel lane)

The AT&T Wisconsin contact is Alper Kolcu, office: (262) 970-8494, mobile (262) 352-3791, email: ak308x@att.com.

intersection)

Station 295+95 LT (located in southwest corner of Kossuth Street and STH 83

Station 297+85 LT (located in parking lane)

**Charter Communications** (cable television and telecommunications) has aerial and underground facilities within the construction project. The existing facilities include:

# • STH 83:

- Aerial cable and fiber optic along the east side of STH 83 located on Hartford Electric poles (E. Monroe Ave. to Kossuth St.) and located on WE Energies electric poles (south project limits to E. Monroe Ave.) throughout the project.

## E. Monroe Ave:

• Aerial cable along the north side of E. Monroe Ave. located on Hartford Electric poles.

Numerous crossings exist throughout the project length.

Location and Conflict	Resolution
1. Aerial facilities attached to Hartford	Electric poles that are in conflict with
construction/grading:	_
STH 60	
Station 255+00 to 295+00, 24' RT	Charter Communications will relocate overhead facilities, attached to Hartford Electric poles, in conjunction with Hartford Electric relocating their facilities to new poles prior to construction.
E. Monroe Ave.	
Station 48+15 to 51+00, LT	Charter Communications will relocate overhead facilities, attached to Hartford Electric poles, in conjunction with Hartford Electric relocating their facilities to an
Station 51+00	underground duct prior to construction. Charter will relocate overhead facilities, attached to Hartford Electric poles, to a new underground duct crossing E. Monroe Ave. prior to construction.

The Charter Communications contact is Ron Frase, phone: (608) 438-9648, email: ronald.frase@charter.com.

**Hartford Electric** has facilities within the construction project. The existing facilities include:

· STH 83:

- Hartford Electric has overhead electric on the east side of STH 83 from E. Monroe Ave. to South St.
- Hartford Electric has overhead electric on the west side of STH 83 from South St. to Main St.
- Decorative light poles with underground electric are located on the west and east side of STH 83 from Main St. /Kossuth St. to STH 60.
- Street lights are located on Hartford Electric poles throughout the project.

## • E. Monroe Ave:

• Hartford Electric has overhead electric on the north side of E. Monroe Ave. from Evergreen Dr. to Harker Ave.

Overhead electrical crossings exist throughout the project length on STH 83 and E. Monroe Ave.

Location and Conflict	Resolution
1. Utility poles and overhead conductors in con	nflict with construction/grading:
E. Monroe Ave.	
Station 48+15-52+50, 30' LT	Hartford Electric to remove poles and overhead conductors. Two 6" conduits will be bored between the curb and sidewalk. Conduits will be bored below the proposed storm sewer and water main pipes. The bore pipes will be 11' or deeper at the intersection and will taper back to approximately 5' deep at the start and finish of the bore prior to construction.
Station 48+15 LT Station 47+50 LT Station 52+50 LT	Hartford Electric to install new poles at these locations prior to construction.
Station 48+35 LT Station 52+30 LT	Hartford Electric to place new anchors prior to construction.
STH 83 Station 257+00-295+00, 18'-24' LT/RT	Hartford Electric will relocate overhead facilities, poles and conductors, to new overhead facilities between the existing curb and sidewalk. This is a pole for pole replacement; poles will be replaced within 5-10 feet of the existing pole. All work to be handled prior to construction.
Station 272+00-295+00, 18' LT/RT	Hartford Electric will install new poles as close as possible to the proposed sidewalk to achieve the maximum lateral clearance

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	requirements prior to construction.
Station 288+36, 18' LT	Hartford Electric will relocate poles behind
Station 289+72, 18' LT	the sidewalk in the same approximate
Station 291+16, 18' LT	location as the existing pole in the available
Station 292+69, 18' LT	right-of-way to accommodate the 6' wide
	sidewalk prior to construction.
Station 294+90, 15' RT	Hartford Electric pole will be relocated
	across the street in the space available behind
	the sidewalk prior to construction.
Church St.	-
Station 293+26, 31' RT (STH 83 stationing)	Hartford Electric will relocate the anchor and
Station 293+23, 40' RT (STH 83 stationing)	pole 20' east of the existing location. New
	primary underground conductors will be
	installed from this pole, north to the pole
	located at Station 293+95, 33' RT prior to
	construction.
2. Decorative light poles and underground elec	tric in conflict with construction/grading:
STH 83	
Station 295+00-299+00 22'-24' LT	Hartford Electric will remove the decorative
Station 295+00-299+00 24'-26' RT	lights when notified 14 days in advance by
	the contractor. Lights will be stored at the
	Hartford Utility Operation Center. Contact
	Mike Thimm at (262) 670-3710 to coordinate
	removal and decorative light pick-up for
	reinstallation. Contractor to remove and
	install underground electric, light bases, and
	salvaged poles as stated in the lighting plan.
3. Street light poles in conflict with construction	on/grading:
STH 83	
Station 252+75, 22' RT	Hartford Electric will remove the street light
	pole to accommodate temporary widening
	during construction. Contractor to provide 2
	week advance notice for light removal. Street
	light will be reinstalled after temporary
	widening is removed and sidewalk grading is
	complete.
4. New underground facilities to be installed during construction:	
STH 83	
Station 253+00 RT- E. Monroe Ave.	Hartford Electric will remove the existing
intersection (behind the sidewalk grading)	pole in the SE quadrant of E. Monroe Ave.
	and STH 83 intersection and install 2"
	conduit to the proposed traffic control box as
	a new source of power for the traffic lights

	during construction once the traffic control
	box is installed.

The Hartford Electric contact is Brian Rhodes, phone: (262) 670-3701, email: brhodes@wppienergy.org.

**City of Hartford Wastewater Utility** has sanitary sewer throughout the project limits. The existing facilities include:

## · STH 83:

- City of Hartford Wastewater Utility has sanitary sewer on STH 83 from Station. 260+70 to E. Lincoln Ave., 12' RT of the reference line.
- City of Hartford Wastewater Utility has sanitary sewer on STH 83 that follows the reference line primarily from E. Lincoln Ave. to STH 60 and along the side roads (E. Washington Ave., E. Loos St., South St. Church St., Main St. and Kossuth St.)

## E. Monroe Ave:

• City of Hartford Wastewater Utility has sanitary sewer on E. Monroe Ave. between Station 47+50, 2' RT to 51+95, 7' LT.

Sanitary service laterals are at various locations throughout the project.

Location and Conflict	Resolution
1. Sanitary sewer pipe that is in conflict with	construction/proposed storm sewer installation:
STH 83	
Station 271+90 to 276+20, 2' RT	Sanitary sewer main line pipe will be
	completely relayed through this section. The
	pipe will be lowered slightly to clear the
	proposed storm sewer laterals through this
	section of the project. Sanitary laterals will
	not be replaced, but reconnected to the main line. Work to be handled by the contractor
	during construction.
Station 290+90 to 293+70	6-inch PVC to clay sanitary sewer main line
Station 250 150 to 253 170	will be abandoned. A portion of this sanitary
	line is in conflict with the proposed storm
	sewer lateral located at Station 293+14. A 20'
	section of the abandoned sanitary line will be
	removed during the storm sewer installation
	as noted in the plans. Plug remaining pipe
	ends prior to backfilling. Work to be handled
	by the contractor during construction.

Repair sanitary sewer in select locations as shown in the plan. Adjust sanitary manholes during construction as necessary in conjunction with paving operations. The sanitary manhole castings and rings can be stored at the City Department of Public Works property located at 710 W. Sumner Street.

The City of Hartford Wastewater Utility contact is Dave Piquett, phone: (262) 673-2423, email: dpiquett@ci.hartford.wi.us.

**City of Hartford Water Utility** has facilities within the construction project. The existing facilities include:

#### STH 83:

- City of Hartford Water Utility has water main on STH 83 from the begin project limit, to E. Monroe Ave. approximately 50' RT of the reference line.
- City of Hartford Water Utility has water main on STH 83 from E. Monroe Ave. to E. Lincoln Ave. approximately 12' LT of the reference line.
- City of Hartford Water Utility has water main on STH 83 from to E. Lincoln Ave. to Station 291+20, varies 4' to 8' LT of the reference line.
- City of Hartford Water Utility has water main on STH 83 from Station 291+48 to STH 60, approximately 12' RT of the reference line (transition area: Station 291+20, 4' LT to Station. 291+48, 12' RT).
- City of Hartford Water Utility has water main located on the side roads under the pavement (Jefferson Ave., E. Lincoln Ave., E. Washington Ave., E. Loos St., South St. Church St., Main St. and Kossuth St.)

#### E. Monroe Ave:

• City of Hartford Water Utility has water main on E. Monroe Ave. between Station 47+50 to 49+75, 12' LT and Station. 49+75 to 51+90, 7' RT.

Water service laterals are located throughout the project limits.

Location and Conflict	Resolution
1. Water main that is in conflict with construction/proposed storm sewer installation:	
STH 83	
Station. 287+50	Water main will be lowered to clear the
	proposed storm sewer. Work to be handled by
	the contractor during construction.
Station. 273+00 to 299+00	Water laterals will be lowered through this
526 Branch St.	section of the project to clear the proposed
518 Branch St.	storm sewer. Work to be handled by the
509 Branch St. (O.K., but need insulation)	contractor during construction.
502 Branch St.	
446 Branch St.	
438 Branch St.	
432 Branch St.	
232/234 Branch St.	
226 Branch St.	
220 Branch St.	
217 Branch St. (O.K, but need insulation)	
214 Branch St.	
204 Branch St.	
23 S. Main St.	

Replace water main in select locations as shown in the plans. Adjust water valves and water manholes during construction as necessary in conjunction with paving operations.

The City of Hartford Water Utility contact is Brian Rhodes, phone: (262) 670-3710, email: <a href="mailto:brhodes@wppienergy.org">brhodes@wppienergy.org</a>.

**We Energies** (**Electric**) has aerial facilities within the construction project. We Energies Electric facilities are located at the following locations:

- · STH 83:
  - Aerial cable/poles run along the east side of STH 83 from the south project limits to E. Monroe Ave.

No conflicts are anticipated with the overhead facility and poles.

Contact We Energies before removing electrical underground cables, to verify that they have been abandoned and carry no electrical current. The contractor must not assume that unmarked facilities have been abandoned. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from WE Energies. Call the WE Energies 24 hour Dispatch lines to arrange for this verification. WE Energies Electric Dispatch, (800) 662-4797.

The We Energies (Electric) contact is Al Schmitt, office: (262) 338-7662, mobile: (414) 332-1824, email: <a href="mailto:alan.schmitt@we-energies.com">alan.schmitt@we-energies.com</a>.

We Energies (Gas) has underground facilities in conflict with the project limits. The existing gas facilities are as follows:

- STH 83 (Grand Ave. /Branch St. /Main St.):
  - Underground gas facilities are located on the west side of STH 83 from the south project limit to E. Lincoln Ave.
  - Underground gas facilities are located on the west and east side of STH 83 from E. Lincoln Ave. to the north project limit.
  - Underground gas facility crossings exist throughout the project length.
  - Numerous gas service laterals exist throughout the project length.

#### E. Monroe Ave.:

• Underground gas facilities are located on the north and south side of E. Monroe Ave. from Evergreen Dr. to Harker Ave. with intermittent crossings.

# • E. Lincoln Ave.:

 Underground gas facilities are located within the project limits; on the south side of E. Lincoln Ave. west of STH 83 and on the north side of E. Lincoln Ave. east of STH 83. The gas facility crosses STH 83.

## • E. Loos St.:

• Underground gas facilities are located on the north side of E. Loos St. with intermittent crossings under E. Loos St. and under STH 83.

#### South St.:

· Underground gas facilities are located on the east side of South St.

#### Church St.:

• Underground gas facilities are located on the south side of Church St.

# 1. Relocation of gas facilities prior to construction are proposed as follows:

# E. Monroe Ave/STH 83.

- Station 48+32 RT to Station 49+75 RT
- Crossing E. Monroe Ave. Station 49+75 from Station 255+33 (STH 83) to Station 256+42 (STH 83)
- Crossing STH 83 Station 255+65 from Station 49+75 RT to Station 50+60 RT, 40' south of reference line and to Station 50+70 RT, 32' south of reference line
- Crossing STH 83 Station 256+42 from Station 49+75 LT to Station 51+63 LT, 40' north of reference line

# E. Lincoln Ave.

- Station 50+05 RT to Station 50+42 RT
- Station 50+05 LT to Station 50+27 LT
- Station 51+00 LT to Station 52+50 LT
- Crossing at Station 50+05

# E. Washington St.

 Crossing E. Washington St. Station 275+75 (STH 83) LT to Station 276+50 (STH 83) LT

### **Grand Ave.**

- Station 10+60 RT to Station 12+08 RT
- Crossing at Station 12+08 to under the west walk and around to the south radius to the east sidewalk of STH 83

# **STH 83**

- Station 271+83 LT to Station 274+13 LT
- Station 272+83 RT to Station 274+13 RT under the east sidewalk
- Crossing Station 274+43
- Station 281+00 LT to Station 283+64 LT
- Crossing Station 284+38

## E. Loos St.

- 30' east of reference line (STH 83) to 57' east of reference line (STH 83)
- · Crossing 57' east of reference line (STH 83)
- 25' west of reference line (STH 83) to 60' west of reference line (STH 83)
- Crossing 60' west of reference line (STH 83)
- 25' west of reference line (STH 83) to 35' west of reference line (STH 83)

# South St.

Station 9+85 RT to Station 11+00 RT

# Main St – STH 83

- 156' south of centerline (Kossuth St) to Station 298+68, 25' west of reference line
- · Crossing Station 298+68, 13' west of reference line to 25' west of reference line
- STH 298+68 LT to Station 298+89 LT, 13' west of reference line
- Crossing Station 298+06, 25' west of reference line to 28' east of reference line
- Crossing Main St. 156' south of centerline (Kossuth St.)
- 2. Relocate gas service lateral crossings in conflict with construction/grading prior to construction:

### **STH 83**

- 676 Grand Ave. approximately Station 265+30
- 678 Grand Ave. approximately Station 265+30
- 696 Grand Ave. approximately Station 265+30
- 718 Grand Ave. approximately Station 265+30

# 3. Storm sewer locations in conflict with construction/grading:

# **STH 83**

- Station 286+71, 12" SS
- Station 293+30, 24" SS

We Energies requires 2 weeks advance notification and 2 days to complete the alteration during construction.

# 4. Gas facilities to be abandoned in place as follows:

# **STH 83**

- Station 217+00 LT to Station 274+13 LT (6" steel)
- Station 275+75 LT to Station 276+50 LT (6" steel)
- Station 281+00 LT to Station 284+38 LT (6" steel)
- Station 298+75 LT to Station 298+89 LT, 7' east of reference line (6" steel)

# E. Monroe Ave.

- Station 49+75 RT to Station 51+63 RT (4" steel)
- Crossing E. Monroe Ave. Station 256+42 (STH 83) to Station 255+65 (STH 83), 23' west of centerline of STH 83. (4" steel)
- Station 48+32 RT to Station 50+60 RT (4" and 6" steel)

# E. Lincoln Ave.

- Station 50+80 RT to Station 52+50 RT (3" steel)
- Station 50+05 RT to Station 50+42 RT (2" steel)

#### **Grand Ave.**

Station 271+20 (STH 83) RT to Station 12+08 RT (3" steel)

# E. Loos St.

- 60' west of reference line (STH 83) to 25' east of reference line (STH 83), 12' to 29' north of reference line (E. Loos St.) (2" plastic)
- Crossing Station 10+93 (2" plastic)

# South St.

• Station 9+85 to Station 11+00, 12' south of centerline (2" plastic)

#### Main St.

- 25' south of centerline (Kossuth St.), LT to 156' south of centerline (Kossuth Street) LT (2" plastic)
- Crossing 125' south of centerline (Kossuth St.) (2" plastic)

Coating samples will be obtained from abandoned main and analyzed for asbestos during gas main installation. This information will be given to the Consultant prior to road construction for contractor information. Any contaminated coated gas main segment that is in direct conflict with the road construction will need to be removed and disposed of by WE Energies abatement contractor with a five day advance notification and will require two working days to complete. In order to eliminate the delay with regard to a Diggers hotline requirement, the contractor is required to perform the excavation.

It will be the responsibility of the contractor to remove and dispose of any abandoned gas facilities in conflict with the road project that are free of asbestos.

Any facilities not explicitly identified as being relocated have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone, but not in conflict.

Contact We Energies before removing any gas facilities to verify that they have been abandoned and carry no natural gas. The contractor must not assume that unmarked facilities have been abandoned. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the WE Energies 24 hour Dispatch lines to arrange for this verification. WE Energies Gas Dispatch #1-800-261-5325.

The We Energies (Gas Operations) contact is Paul Osmanski, office: (414) 944-5796, mobile: (414) 315-1278, email paul.osmanski@we-energies.com.

**Windstream Communication Inc.** (cable television and telecommunications) has aerial and underground fiber optic facilities within the construction project. The existing facilities include:

#### • STH 83:

- Aerial cable along the east side of STH 83 on Hartford Electric poles from south project limit to E. Lincoln Ave.
- Underground fiber optic along the east side of STH 83 from Station. 255+50 RT to 263+35 RT between the existing back of curb and sidewalk.

Location and Conflict	Resolution
1. Aerial facilities attached to Hartford construction/grading:	Electric poles that are in conflict with
STH 83	Windstream Communication Inc. will
Station 255+00 60' RT to Station 271+62, 24'	relocate overhead facilities, attached to
RT	Hartford Electric poles, in conjunction with
	Hartford Electric relocating their facilities
	to new poles prior to construction.
2. Underground fiber optic to be abandoned in place as follows:	
STH 83	
Station 255+50 RT to 263+35 RT between the	Windstream Communication Inc. to
existing back of curb and sidewalk	abandon after new cable is installed and
_	cutover prior to construction.

The Windstream Communication Inc. contact is Jim Kostuch, phone: (262) 792-7938, email: james.kostuch@windstream.com.

**WisDOT Signal Operations** (electric) has facilities at the intersection of STH 83 and E. Monroe Ave. The traffic signals and underground cable will be removed with the project and a new traffic signal plan has been created for this intersection. All work to take place during construction. The traffic signal at the intersection of STH 83 and E. Monroe Ave. will be transferred to the City of Hartford once construction is complete.

Coordination with the WisDOT Electrical Field Group will be required at least three working days prior to disturbing any signal equipment. Contact the WisDOT Electric Field Unit at (414) 266-1170. The WisDOT Signal Operations phone number is (414) 750-2605.

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

The City of Hartford personnel or its designated representatives will observe and inspect the construction of the sanitary sewer and water main under this contract. Construction staking and final acceptance of the sanitary sewer and water main construction will be by the City of Hartford personnel.

# 8. Referenced Construction Specifications.

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

# 9. Notice to Contractor – Emerald Ash Borer.

This applies to projects in the emerald ash borer (EAB) quarantined zones to include the following Counties:

Brown	Crawford	Fond du Lac,	Kenosha,
La Crosse	Milwaukee	Ozaukee	Racine
Sheboygan	Vernon	Washington	Waukesha

Supplement standard spec 201.3 with the following:

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

Ash trees species attacked by emerald ash borer include the following:

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

- Black ash (F. nigra) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.
- Blue ash (F. quadrangulata) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.
- White ash (F. americana) tends to occur primarily in upland forests, often with sugar maple (Acer saccharum).

The quarantine of ash trees includes all horticultural cultivars of the species listed above.

Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems.

Also, Mountain ash (Sorbus americana and S. decora) is not a true ash and is not susceptible to EAB infestation.

The contractor shall be responsible for hiring a certified arborist to identify all ash trees that will be cleared and grubbed for the project. In addition, prior to scheduled clearing and grubbing activities, the arborist shall mark all ash trees with florescent lime flagging tied around the trunk perimeter.

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

# ATCP 21.17 Emerald ash borer; import controls and quarantine. Importing or Moving Regulated Items from Infested Areas; Prohibition.

Except as provided in subparagraph (3), no person may do any of the following:

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

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

**Regulated Items**. The following are regulated items for purposes of subparagraph (1):

- The emerald ash borer, Agrilus planipennis Fairmaire in any living stage.
- · Ash trees.
- Ash limbs, branches, and roots.
- Ash logs, slabs or untreated lumber with bark attached.
- · Cut firewood of all non-coniferous species.

- Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.
- Any other item or substance that may be designated as a regulated item if a
  DATCP pest control official determines that it presents a risk of spreading emerald
  ash borer and notifies the person in possession of the item or substance that it is
  subject to the restrictions of the regulations.

# **Regulatory Considerations**

The quarantine means that ash wood products may not be transported out of the quarantined area. Clearing and grubbing includes all ash trees that are to be removed from within the project footprint. If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

# **Chipped Ash Trees**

May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.

With the written permission of the engineer, chipped material may be buried on site within the airport properly as directed by the engineer in accordance to standard spec 201.3 (14).

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

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

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

Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.

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

### Ash logs, Branches, and Roots

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

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

Burning is optional if in compliance with standard spec 201.3.

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

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

Do not bury or use mulch in an area that will be disturbed again during later phases of the project.

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor.

Obtain updated quarantine information at the DNR Firewood Information Line at 1-800-303-WOOD.

# **Furnishing and Planting Plant Materials**

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

# **Updates for Compliance**

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

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

## **Regulated Items**

More frequent updates, if any, are available on the DATCP website at www.datcp.state.wi.us subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224–4573, by visiting the DATCP website, or by writing to the above address.

# 10. Maintaining Drainage.

Maintain drainage at and through worksite during construction in accordance to standard spec 107.22, 204, 205 and 520.

Use existing storm sewers, temporary inlets, temporary storm sewer pipe, concrete collar, existing drainage channels, or temporary drainage channels to maintain existing surface

and pipe drainage. The cost of all work and materials associated is incidental the task maintaining drainage, including, but not limited to: temporary pipe, concrete collar, and inlet installation and removal.

Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the project.

# Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream.

**Dewatering (Mechanical Pumping) for treatment Water (sediment-laden) Operations** If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Erosion Control in these special provisions for additional requirements.

# 11. Erosion Control.

Prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison (*insert DNR liaison contact information here*). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed.

When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed.

Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap or filter bag.

# 12. 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 6:00 PM until the following 6:00 AM, unless prior written approval is obtained from the engineer. 107-001 (20060512)

# 13. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week prior to the start of work under this contract and hold one meeting per month thereafter. The contractor shall arrange for a suitable location for the meeting(s) that provides reasonable accommodation for public involvement. The contractor will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The department shall review public notices prior to mailing. The contractor shall schedule the meeting(s) with at least two weeks' prior notice to the engineer to allow for these notifications. 108-060 (20141107)

# 14. QMP Base Aggregate.

## **A Description**

# A.1 General

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

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

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

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

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

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

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 sublot 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 <sup>[1]</sup>
Aggregate Sampling Technician	
Aggregate Assistant Certified Technician (ACT-AGG)	
Aggregate Technician IPP	Aggregate Gradation Testing,
Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Fractured Particle
	Testing, Aggregate Liquid
	Limit and Plasticity Index
	Testing

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.

- 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 OC tests.
  - 2. Department QV tests.
  - 3. Department IA tests.
  - 4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

# **B.5** Contractor Testing

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

#### **B.6 Test Methods**

### **B.6.1** Gradation

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

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

### **B.6.2** Fracture

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

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

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

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

### **B.7.1** General

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

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

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

# **B.8 Department Testing**

### **B.8.1** General

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

# **B.8.2** Verification Testing

### B.8.2.1 General

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

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

(1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

- 1. Split sample testing.
- 2. Proficiency sample testing.
- 3. Witnessing sampling and testing.
- 4. Test equipment calibration checks.
- 5. Reviewing required worksheets and control charts.
- 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

# **B.9 Dispute Resolution**

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

#### C (Vacant)

### D (Vacant)

#### **E** Payment

(1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.

(2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2. 301-010 (20100709)

# 15. Concrete Pavement 7-Inch.

Supplement standard spec 415.2.2 with the following:

Use 1-inch diameter dowel bars for concrete pavement 7-inch as stated in the urban doweled concrete pavement standard detail drawing.

# 16. General Requirements for Electrical Work.

Append standard spec 651.2, Materials, with the following:

(7) The approved products list is located at:

http://www.dot.wisconsin.gov/business/engrserv/electric/index.htm

*Replace standard spec 651.3.3 (3) with the following:* 

(3) Request a signal inspection of the completed signal installation to the engineer at least five working days prior to the time of the requested inspection. Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The department's Region Electrical personnel will perform the inspection.

# 17. Adjusting Manhole Covers.

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

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

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

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

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply. 611-005 (20030820)

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

# **A Description**

# A.1 General

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

Advanced Disposal Glacier Ridge Landfill N7296 Country Road V Horicon, WI 53032 (920) 387-0987

Waste Management Orchard Ridge Landfill N96 W13503 County Line Road Menomonee Falls, WI 53051 (262) 532-6200

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

### **A.2** Notice to the Contractor – Contaminated Soil Locations

The department completed testing for soil contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following location as shown on the plans:

Station 288+20 to 288+55, from reference line to 50 feet right of reference line, from approximately 1 to 8 feet bgs. Soil at this location is contaminated with petroleum, lead, and arsenic. Approximately 225 cubic yards (approximately 382.5 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated here for new storm sewer and road reconstruction.

Directly load soil excavated by the project at the above location into trucks that will transport the soil to a WDNR-licensed landfill.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

No active groundwater monitoring wells were observed within the construction limits. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect them to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

If dewatering is required at the above location, conduct dewatering according to Section C below.

# A.3 Excavation Management Plan

The excavation management plan for this project has been designed to minimize the offsite bioremediation of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities in these areas contact:

Name: Andrew Malsom, HAZMAT and Environmental Engineer
Address: WisDOT SE region, 141 NW Barstow St., Waukesha WI 53187

Phone: (262) 548-6705 Fax: (262) 548-6891

E-mail: Andrew.Malsom@dot.wi.gov

#### A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 150 N. Patrick Blvd., Suite 180, Brookfield, WI 53045

Contact: Bryan Bergmann, P.G.

Phone: 262-901-2126 Fax: 262-879-1220

E-mail: <u>bbergmann@trcsolutions.com</u>

The role of the environmental consultant will be limited to:

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

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

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated area. Perform excavation work in the contaminated area on a continuous basis until excavation work is completed.

Identify the DNR-approved landfill that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the landfill. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

#### A.5 Health and Safety Requirements

*Supplement standard spec 107.1 with the following:* 

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

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

# **B** (Vacant)

#### **C** Construction

Supplement standard spec 205.3 with the following:

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

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

Directly load and haul soils designated by the environmental consultant for offsite landfill disposal or bioremediation to the DNR-approved landfill. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site landfill disposal or bioremediation so as not to contain free liquids.

Verify that the vehicles used to transport material are licensed for such activity according to applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the areas of known contamination, larger chunks of clean concrete (~2 cubic feet), asphalt and bricks will be segregated from the fill, to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations, and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site.

If dewatering of contaminated groundwater is required, such water may, with approval of the City of Hartford, be discharged to the sanitary sewer as follows:

- 1. Meet all applicable requirements of the City of Hartford including the control of suspended solids. Perform all necessary monitoring to document compliance with the City of Hartford's requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the City of Hartford's requirements.
- 2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

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

Costs associated with excavation dewatering in contaminated areas are considered incidental to this pay item.

The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

#### **D** Measurement

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

# **E** Payment

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

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

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

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

# **A Description**

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

# **B** (Vacant)

### **C** Construction

# C.1 Quality Control Plan

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

#### C.2 Personnel

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

# **C.3** Equipment

(1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site:

http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm

- (2) Unless the engineer and contractor mutually agree otherwise, arrange to have a calibrated profiler available when paving the final riding surface.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer before performing the calibration verification. If the engineer requests, arrange to have the engineer observe the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.

# C.4 Testing

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

(1) Enter the equipment-specific department-approved filter settings and parameters given in the approved profilers list on the department's QMP ride web site.

http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf

# **C.4.2 Contractor Testing**

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

(4) Treat partial segments as independent segments.

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

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

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

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

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

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

# **C.4.4 Documenting Profile Runs**

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

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

The ProVAL software is available for download at:

http://www.roadprofile.com.

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

http://www.atwoodsystems.com/mrs

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

# **C.5 Corrective Actions**

### C.5.1 General

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

# **C.5.2** Corrective Actions for Localized Roughness

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

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

- A maximum \$250 pay reduction may be assessed for locations of localized roughness that are less than or equal to 25 feet long. Locations longer than 25 feet may be assessed a maximum pay reduction of \$10 per foot.
- (3) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without independent identification of that area as determined by physically riding the pavement. For corrections, use only techniques the engineer approves.
- (4) Re-profile corrected areas to verify that the IRI is less than 140 in/mile after correction. Submit a revised ProVAL ride quality module report to the reference documents section of the MRS for the corrected areas to validate the results.

# C.5.3 Corrective Actions for Excessive IRI

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

HMA I: Correct to an IRI of 60 in/mile using whichever of the

following methods as approved by the engineer:

Mill and replace the full lane width of the riding surface

excluding the paved shoulder.

Continuous diamond grinding or fine-tooth milling the

full lane width, if required, of the riding surface including adjustment of the paved shoulders.

HMA II: Correct to an IRI of 85 in/mile using whichever of the

following methods as approved by the engineer:

Mill and replace the full lane width of the riding surface

excluding the paved shoulder.

Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface

including adjustment of the paved shoulders

PCC II: Correct to an IRI of 85 in/mile using whichever of the

following methods as approved by the engineer: Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of

the paved shoulders. Conform to sections C.1 through C.4 of Concrete Pavement Continuous Diamond

Grinding Special provision contained elsewhere in the

contract

Remove and replace the full lane width of the riding

surface.

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

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

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

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

#### **D** Measurement

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

# **E** Payment

# E.1 Payment for Profiling

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

# E.2 Pay Adjustment

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

ITEM NUMBER DESCRIPTION UNIT 440.4410.S Incentive IRI Ride DOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment. If corrective action is required, the department will base disincentives on the IRI after correction for pavement meeting the following conditions:

All Pavement: The corrective work is performed in a contiguous, full

lane width section 500 feet long, or a length as agreed

with the engineer.

HMA Pavements: The corrective work is a mill and inlay or full depth

replacement and the inlay or replacement layer thickness

conforms to standard spec 460.3.2.

Concrete Pavements: The corrective work is a full depth replacement and

conforms to standard spec 415.

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

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

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

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

- If department will not assess a ride disincentive for HMA pavement placed in cold weather because of a department-caused delay as specified in 450.5(4) of the contract additional special provisions (ASP 6).
- <sup>[2]</sup> If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F.
- (7) The department will prorate the pay adjustment for partial segments based on their length.

# 20. Railing Pipe, Item 513.2050.S.

# **A** Description

This special provision describes furnishing and installing a pipe railing system for pedestrians as shown on the plans, and according to the applicable provisions of standard spec 513 and as hereinafter provided.

# **B** (Vacant)

#### C Construction

Weld the posts and rails together.

#### **D** Measurement

The department will measure Railing Pipe in length by the linear foot along the top rail, 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 513.2050.S Railing Pipe LF

Payment is full compensation for furnishing all materials; installing all materials; and painting.

513-005 (20030820)

# 21. Cover Plates Temporary, Item 611.8120.S.

# **A Description**

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

#### **B** Materials

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

## C (Vacant)

#### **D** Measurement

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

### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT611.8120.SCover Plates TemporaryEach

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

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

611-006 (20030820)

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

# **A Description**

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

#### **B** Materials

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

Delete flammability requirement.

#### **B.1** Certification

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

### C (Vacant)

#### **D** Measurement

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

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 612.0902.S.01 Insulation Board Polystyrene 2-Inch SY

Payment is full compensation for all excavation; and for furnishing and placing the insulation board. 612-005 (20030820)

# 23. Fence Safety, Item 616.0700.S.

### **A Description**

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

# **B** Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

Resin/Construction: High density polyethylene mesh

Service Temperature: -60° F to 200° (ASTM D648)

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638) Ultimate Tensile Strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at Break (%): Greater than 100% (ASTM D638) Chemical Resistance: Inert to most chemicals and acids

#### **C** Construction

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

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

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

#### **D** Measurement

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

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 616.0700.S Fence Safety LF

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

616-030 (20070510)

# 24. Temporary Pedestrian Surface Asphalt, Item 644.1410.S.

# **A Description**

This special provision describes providing, maintaining, and removing temporary pedestrian surface.

#### **B** Materials

Furnish 1 1/4-inch dense graded aggregate conforming to standard spec 305.2. Furnish:

- Asphaltic surface conforming to standard spec 465.2.
- Pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.
- 1/4 inch minimum steel plate or commercially available prefabricated plates with skid resistant surface coating conforming to Americans with Disabilities Act Accessibility Guidelines. If placed in the roadway, must be able to handle a vehicle weight of 88,000 lbs.

#### **C** Construction

Place, compact, and level a dense graded aggregate foundation before placing the surface.

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than 1/4 inch and horizontal joints no wider than 1/2 inch. Sheet materials up to 1 inch thick may be lapped if the edge is beveled at 45 degrees or flatter. Asphalt may also be used to ramp up to materials up to 1 inch thick. Construct conforming to the following:

- Asphalt surface a minimum of 2 inches thick compacted with compactors, tampers, or rollers.
- Framed plywood panels 4 feet wide with a skid resistant surface coating.
- Steel or prefabricated plate with a skid resistant surface coating.

Align parallel to the existing roadway grade or, if outside of a street or highway right-of-way, do not exceed 5 percent longitudinal slope. Provide cross slope of 1 to 2 percent unless the engineer approves a steeper cross slope in writing.

Maintain the surface with a 4-foot minimum clear width and the specified joint and slope requirements. Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 203.3.4 when no longer required.

#### **D** Measurement

The department will measure temporary pedestrian surface by the square foot, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 644.1410.S Temporary Pedestrian Surface Asphalt SF

Payment is full compensation for providing, maintaining, and removing temporary pedestrian surface. 644-010 (20150630)

# 25. Temporary Curb Ramp, Item 644.1601.S.

# **A Description**

This special provision describes providing, maintaining, and removing temporary curb ramps.

#### **B** Materials

Furnish materials as follows:

- Asphaltic surface conforming to standard spec 465.2.
- Engineer-approved ready mixed concrete or ancillary concrete conforming to standard spec 602.2 except no QMP is required.
- Commercially available prefabricated curb ramps conforming to Americans with Disabilities Act Accessibility Guidelines.

Furnish yellow detectable warning fields conforming to Americans with Disabilities Act Accessibility Guidelines. Use either an engineer-approved surface-applied type or cast iron from the department's approved products list.

#### **C** Construction

Provide and maintain temporary curb ramps, including detectable warning fields, throughout the project duration. Place and compact a dense graded aggregate foundation before placing the curb ramp, unless the curb ramp is to be placed on existing roadway surface.

Remove and dispose temporary curb ramps and associated detectable warning fields when no longer required.

#### **D** Measurement

The department will measure temporary curb ramps by each individual ramp, 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 644.1601.S Temporary Curb Ramp Each

Payment is full compensation for providing, maintaining, and removing temporary curb ramps.

644-020 (20150630)

# 26. Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S; 8-Inch, Item 646.0843.S.

# **A Description**

This special provision describes furnishing, grooving and installing preformed wet reflective pavement marking contrast tape for grooved applications as shown on the plans, according to standard spec 646, and as hereinafter provided.

#### **B** Materials

Furnish wet reflective pavement marking contrast tape and adhesive material, per manufacturer's recommendation if required, from the department's approved products list.

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

# **C** Construction

#### C.1 General

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

Plane the grooved lines according to details in the plan and per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface per manufacturer's recommendations.

# **C.2** Groove Depth

Cut the groove to a depth of  $120 \text{ mils} \pm 10 \text{ mils}$  from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

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

Cut the groove one-inch wider than the width of the tape.

#### C.4 Groove Position

Position the groove edge according to plan details. Groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the tape segment. Achieve straight alignment with the grooving equipment.

# **C.5** Groove Cleaning

#### C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

#### C.5.2 New Asphalt

Groove pavement five or more days after paving.

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

# C.5.3 Existing Asphalt

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

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

# **C.6 Tape Application**

Apply the tape when both the air and surface temperature are 40 degrees F and rising.

Apply tape in the groove as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive

- For the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee:
- Apply SPA-60 during May 1 to September 30, both dates inclusive due to Volatile Organic Compound Limitations..
- Apply P-50 during October 1 to April 30, both dates inclusive. –
- For the remainder counties:
- · Apply either adhesive.

Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective pavement marking contrast tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

#### **D** Measurement

The department will measure Pavement Marking Grooved Wet Reflective Contrast Tape (Width) for grooved applications in length by the linear foot of tape placed according to the contract and accepted.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0841.S	Pavement Marking Grooved Wet Reflective Contrast	LF
	Tape 4-Inch	
646.0843.S	Pavement Marking Grooved Wet Reflective Contrast	LF
	Tape 8-Inch	

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary. 646-022 (20120615)

# 27. Electrical Service Meter Breaker Pedestal, STH 83 and E Monroe Avenue, Item 656.0200.01.

Add the following to standard spec 656.2.3:

- (2) The department will be responsible for the electrical service installation request for any department maintained facility. Notify the maintaining authority if the signal is not state maintained that it is their responsibility to arrange for the electrical service installation
- (3) Electrical utility company service installation will be billed to and paid by the department. Energy cost will be billed to and paid for by the City of Hartford.
- (4) Install the cabinet base and meter breaker pedestal first, so the electrical utility company can install the service lateral. Install a 3" conduit from the point of service from the utility to the meter breaker pedestal. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electrical utility company.

Add the following to standard spec 656.5:

(8) Payment is full compensation for grading the service trench; replacing topsoil; and for fertilizing, seeding, and mulching to restore the disturbed area of the service trench.

# 28. Traffic Signal Faces, 3-12 Inch Vertical, Item 658.0110; 3-12 Inch Horizontal, Item 658.0155; 5-12 Vertical, Item 658.0120; 5-12 Horizontal, Item 658.0165.

Add the following to standard spec 658.3.2:

(3) Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. Install wire nuts facing up to prevent the entrance of water.

# 29. Pedestrian Signal Faces, Item 658.0416.

Add the following to standard spec 658.3.4:

(3) Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. Install wire nuts facing up to prevent the entrance of water.

# 30. Pedestrian Push Buttons, Item 658.0500.

*Replace standard spec 658.2.5 with the following:* 

(1) Furnish freeze-proof ADA compliant pedestrian push buttons made by an approved manufacturer. Place a Size 1, Type H reflective (R10-3EL, R, D) sign sticker (per state sign plate), message series – B, directly above each push button. Include a directional arrow or arrows on the sign as the plans show.

# 31. Backfill Slurry, Item SPV.0035.01.

# A Description

This special provision describes furnishing and placing slurry backfill in accordance to the pertinent requirements of standard spec 209 except as hereinafter modified.

#### **B** Materials

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

# **C** Construction

Discharge from the truck in a manner to prevent segregation. Completely fill excavation in a single operation. Consolidation or compaction effort will not be required. Allow twelve hours to elapse before paving over the backfill.

#### **D** Measurement

The department will measure Backfill Slurry in volume, acceptably completed, and shall be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible area, the engineer may allow volume to be determined by other appropriate methods.

# **E** Payment

The department will pay for measured quantity at the contract unit price in accordance to standard spec 209.5 under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Backfill Slurry	CY

Payment is full compensation for furnishing and placing slurry backfill.

# 32. Decorative Light Base, Item SPV.0060.01.

# **A Description**

This work shall be according to the requirements of standard spec 654, the plans, standard detail drawings, and as hereinafter provided.

#### **B** Materials

According to the plans and standard spec 654.2.

# **C** Construction

According to the plans and standard spec 654.3.

#### **D** Measurement

The department will measure Decorative Light Base as each individual unit, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Decorative Light BaseEach

Payment is full compensation according to standard spec 654.5.

# 33. Reinstall Decorative Street Lighting, Item SPV.0060.02.

# **A** Description

This special provision describes reinstalling existing decorative street lighting units on a new concrete base. Construction of the new concrete base shall be paid for separately.

#### **B** Materials

Use all street lighting materials salvaged from the project except for pole wiring and HPS lamps.

# **C** Construction

Contact City of Hartford Electric 14 days in advance for the city to remove the decorative street lights. Lights will be stored at the Hartford Utility Operation Center. Contact Mike Thimm at (262) 670-3710 to coordinate removal and decorative light pick-up for reinstallation.

Reinstall street lights in accordance to the pertinent provisions of standard spec 657 and standard spec 659.

# **D** Measurement

The department will measure Reinstall Decorative Street Lighting 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 NUMBERDESCRIPTIONUNITSPV.0060.02Reinstall Decorative Street LightingEach

Payment is full compensation for furnishing and installing HPS lamps; and for installing the salvaged pole and luminaire.

# 34. Adjusting Water Valve Boxes, Item SPV.0060.03; Adjusting Water Manholes, Item SPV.0060.04.

# **A Description**

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all municipal water service boxes, water gate valve boxes and water manhole frames and lids located within the project limits.

#### **B** Materials

All material for the adjustment of these facilities must meet City of Hartford specifications.

If there is contractor damage, the materials must still be provided by the appropriate municipality, however, in this case, the contractor will be charged for all materials.

#### **C** Construction

The approximate location of water valves is indicated on the plans. Adjust these items as necessary to proper placement according to the plans and standard drawings.

Engineer must approve prior to beginning work, any method of adjustment of water valves other than that indicated on the plans or standard drawings.

All water service boxes, water gate valve boxes and water manhole frames and lids within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting city specifications.

The city will locate, mark, inspect and repair all water service boxes, water gate valve boxes and water manhole frames and lids within the limits of the project prior to commencement of work on the project.

Throughout the duration of the project, the contractor must ensure that all water service boxes, water gate valve boxes, and water manholes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the contract, the city will inspect all water facilities to ensure the water boxes and manholes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

A valve extension is required if valve nut is more than 8' below finished surface.

#### **D** Measurement

The department will measure Adjusting Water Valve Boxes and Adjusting Water Manholes as each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Adjusting Water Valve Boxes	Each
SPV.0060.04	Adjusting Water Manholes	Each

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

# 35. Gate Valve and Valve Box 10-Inch Item SPV.0060.05; 8-Inch Item SPV.0060.06.

### **A Description**

This special provision describes furnishing and installing gate valves and valve boxes according to the Standard Specifications for Sewer and Water Construction, latest edition, and as hereinafter provided.

# **B** Materials

#### Valve:

Provide resilient wedge valves meeting all applicable requirements of AWWA C509 or C515 with mechanical joint connection, 2- Inch operating nut, non-rising stems, 0-ring seals and stainless steel nuts and bolts. Acceptable valves shall be American Flow Control (Waterous), Series 2500, Kennedy Ken-Seal, SS Bolts, Clow F-6100, SS Bolts, Mueller 2360-20, SS Bolts, or equal, meeting requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Cast on the body of each valve the manufacturer's name, pressure rating, and year of manufacture. Prior to shipping from factory, hydrostatically pressure test to equal twice specified working pressure.

#### Valve Boxes:

Valve boxes shall be Tyler Union 6860 Series, or East Jordan Iron, with two-piece cast iron valve box with lid. Valve box shall have lid marked "WATER". All valve boxes deeper than eight feet (8') to top of operating nut from finished grade shall have an extension rod pinned to the operating nut as approved by the City Engineer.

# Adapters:

Install gate valve adapters as manufactured by Adapter, Inc. of Milwaukee, Wisconsin, or equal with each valve and include in the price of the valve.

#### Buy America:

Materials purchased for use in this project shall meet the Buy America standard requirements.

# **C** Construction

Construct all gate valves and valve boxes at locations shown on drawings. Support valves in vertical position on level hardwood blocking.

#### **D** Measurement

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

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Gate Valve and Valve Box 10-inch	Each
SPV.0060.06	Gate Valve and Valve Box 8-inch	Each

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

# 36. Remove, Salvage, and Relocate Hydrant, Item SPV.0060.07.

# A Description

This special provision describes removal, salvage, and relocation of fire hydrant. The work shall be according to pertinent requirements of section 4.14.6 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

#### **B** Materials

Necessities to remove and salvage fire hydrant.

# **C** Construction

Contact the affected fire district at least 24 hours prior to removing or interrupting service to existing fire hydrants.

Carefully remove the components of the existing fire hydrant assemblies and bulkhead the open end of the remaining hydrant branch and drain. Salvaged fire hydrant, valve, valve

box, or barrel shall be inspected by the city to determine if damage will impair re-use. Replace damaged components using factory-supplied parts from the same manufacturer.

The city will determine the usefulness of the removed fire hydrant assembly components. Deliver the useful components to the specified location. Dispose the remaining components.

If an existing fire hydrant assembly is removed at the tee, the tee shall be plugged according to the standard details, and disinfect the existing water main between isolating valves as specified.

At the discretion of the engineer, conduct a hydrostatic pressure test conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, between isolating valves along the existing water main.

Restore all surface features to preconstruction condition or better, including, but not limited to, sidewalks, curbs, gutters, mailboxes, culverts, and other facilities distributed by the construction.

Relocation of existing fire hydrant shall conform to the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, except the fire hydrant piping shall be connected to the existing water valve, or to the piping on the street side of the water valve. If the fire hydrant is connected to the existing valve, this valve shall be fully opened with the existing valve box removed.

#### **D** Measurement

The department will measure Salvage and Relocate Hydrant per each hydrant and valve, removed and salvaged, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.07Salvage and Relocate HydrantEach

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

# 37. Hydrant Assembly, Item SPV.0060.08.

#### **A Description**

This special provision describes furnishing and installation of a fire hydrant and hydrant lead with gate valve. The work shall be according to pertinent requirements of section 4.8.5 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

#### **B** Materials

Fire hydrants supplied shall be according to requirements of section 8.26.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Fire Hydrants shall be 6" American Flow Control Pacer Hydrants WB-90 or with break flange assembly,  $2 - 2 \frac{1}{2}$ " nozzles and 1 steamer nozzle and protective valve (open left) or approved equivalent.

Hydrants must be installed with break flange at designed height as specified by manufacturer. Hydrants must have stainless steel fasteners below ground. T-bolts shall be "Cor-Blue" or approved corrosion resistance equivalent. All hydrants shall be supplied with a Hydafinder hydrant flag.

Contractor is responsible to protect the factory coating on the hydrant. If any damage is done during installation, the contractor must make necessary repairs or replace the hydrant as directed by the city.

Hydrant leads shall be Ductile Iron. Refer to special provision for water main, materials section. Valves shall be according to special provision for Valve Box 6-Inch Item SPV.0060.07.

Materials purchased for use in this project shall meet the Buy America standard requirements.

#### **C** Construction

Engineer or Inspector shall determine if damage to the fire hydrant, valve, valve box, or barrel would impair use. Replace damaged components using factory-supplied parts from the same manufacturer

Verify that hydrant valve is free of any debris or deleterious material prior to installation. Install hydrant according to manufacturer recommendations. Connect hydrant to hydrant lead previously installed by contractor. Verify that hydrant lead is free from any debris prior to connection to hydrant being established.

Lay hydrant lead according to special provisions for water main, and restrain by means of restraints between mechanical joint tee and 6-inch gate valve attached to the tee at the main and the location of the hydrant.

At the discretion of the engineer, conduct a hydrostatic pressure test conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, between isolating valves along the existing water main.

Restore all surface features to preconstruction condition or better, including, but not limited to, sidewalks, curbs, gutters, mailboxes, culverts, and other facilities distributed by the construction.

#### **D** Measurement

The department will measure Hydrant Assembly per each hydrant, hydrant lead, and valve, installed and deemed complete and acceptable.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.08Hydrant AssemblyEach

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

# 38. Water Service Corporation, Item SPV.0060.09.

# **A Description**

This special provision describes furnishing and installing Water Service Corporations according to the Standard Specifications for Sewer and Water Construction, latest edition, and as hereinafter provided.

# **B** Materials

Acceptable Corporation Stops include Ford FBl000-Q-NL; Mueller H15008, H15013, B25008; A.Y. McDonald 4701Q, 4701BQ, or equal. Service saddles for taps 1<sup>1</sup>/<sub>4</sub>-inch to 2-inch shall be epoxy coated ductile iron body with stainless steel double strap, Smith Blair #317, or equal.

Materials purchased for use in this project shall meet the Buy America standard requirements.

#### **C** Construction

Construct all water service corporations at locations shown on drawings.

# **D** Measurement

The department will measure Water Service Corporation, various sizes, as each unit, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.09Water Service CorporationEach

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

# 39. Curb Stop Valve and Box, Item SPV.0060.10.

# **A Description**

This special provision describes furnishing and installing Curb Stop Valves and Boxes according to the Standard Specifications for Sewer and Water Construction, latest edition, and as hereinafter provided.

#### **B** Materials

Acceptable Curb Valves shall be Ford Ball Type B44 'Q' Series; Mueller Mark II Oriseal H-15155; Mueller Ball Type 300 Series B25 Compression, A.Y. McDonald Ball Type 76100Q Series, or equal. All of the above shall be Arch Pattern.

Curb stop rods shall be provided to set operating point within 2 to 5 feet from finished grade.

Contractor shall adjust all existing and proposed curb stops within the project limits to finished ground elevations as directed by the city.

Materials purchased for use in this project shall meet the Buy America standard requirements.

### **C** Construction

Construct all curb stop valves and boxes at locations shown on drawings.

#### **D** Measurement

The department will measure Curb Stop Valve and Box as each unit, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.10Curb Stop Valve and BoxEach

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

# 40. Sanitary Sewer Manhole 48-Inch, Item SPV.0060.11.

# **A Description**

This special provision describes furnishing and installing sanitary sewer main according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and as hereinafter provided.

#### **B** Materials

Sanitary sewer manhole shall be a precast manhole structure according to File No. 12 of the Standard Specifications. Joints between concrete sections shall use butyl rubber gasket for sanitary sewer applications, use of mortar is not allowed. The manhole frame shall be according to File No. 14A of the Standard Specifications with a sanitary manhole cover having concealed pickholes and gasket according to File No. 14B of the Standard Specifications. Manhole steps shall be accordance with File No. 15 of the Standard Specifications. Install standard invert in manhole according to File No. 13 of the Standard Specifications. Install grade adjustment rings per Item SPV.0060.18.

All bedding and cover material shall conform to section 8.43.2(a) and to file number 36 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Backfill material shall be granular material conforming to section 8.43.4 under all roads and driveways.

#### C Construction

All construction shall be according to the standard specifications.

# **Installation**

Have sufficient and adequate equipment on the site of the work for unloading and lowering manhole sections into the trench without damage. Exercise extreme care in handling all concrete sections, rings, and castings so as to prevent breakage. Do not drop into the trench or so handled as to receive hard blows or damage when being moved.

# Field Inspection of Materials

Inspect all sections and joints, gaskets, and materials for defects before installation. All materials used in the work must pass field inspection.

# Removal of Water

At all times during the excavation period and until its completion and acceptance at final inspection, apply ample means and provide necessary equipment to promptly remove and properly dispose of all water entering any excavation or other parts of the work. Keep excavation dry and groundwater levels kept low enough to prevent a quicksand condition from ruining the trench bottom.

Water pumped or drained from the work hereunder shall be disposed of in a suitable manner without damage to adjacent property, to other work under construction, or to street pavements or municipal parks or property. Do not discharge water onto streets without adequate protection of the surface at the point of discharge. Do not discharge

water into sanitary sewers. Do not discharge water containing solids into storm sewers. Dewatering shall be conducted as required at no additional cost to the owner or project.

Promptly repair any and all damage caused by dewatering the work.

Consolidation of backfill material shall be by mechanical compaction to achieve uniform compaction in conformance with section 2.6.14(b) of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Flooding of trench backfill is not allowed

#### **D** Measurement

The department will measure Sanitary Sewer Manhole 48-Inch per each complete unit installed, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.11Sanitary Sewer Manhole 48-inchEach

Payment is full compensation for furnishing labor, materials, excavation, bedding, backfill, installation, frame, cover, grade adjustment rings, flexible watertight seal, steps, resilient connectors, bench, invert, sheathing, shoring, dewatering, connections to existing facilities where indicated on drawings, testing, cleanup, restoration, and incidentals necessary to complete work.

# 41. Water Service 2-Inch, Item SPV.0060.12; Water Service 1 <sup>1</sup>/<sub>4</sub>-Inch, Item SPV.0060.13; Water Service 1-Inch, Item SPV.0060.14; Water Service 3/4-Inch, Item SPV.0060.15.

# A Description

This special provision describes furnishing and installing water service laterals from existing or new water main as shown on drawings according to chapters 5.5.0 and 5.6.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and as hereinafter provided.

#### **B** Materials

Water laterals shall be 2-inch, 1 ¼-inch, 1-inch diameter or ¾-inch diameter, Type "K" copper tubing meeting requirements of chapter 8.24.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

#### **C** Construction

Install water service laterals with minimum amount of service interruption Connect water service lateral to existing water lateral, fittings, and valves to provide continuous service. Backfill and compact as specified for adjacent water main.

#### **D** Measurement

The department will measure Water Service 2-Inch, Water Service 1 1/4-Inch, Water Service 1-Inch and Water Service 3/4-Inch as each individual water service, acceptably completed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Water Service 2-Inch	Each
SPV.0060.13	Water Service 1 <sup>1</sup> / <sub>4</sub> -Inch	Each
SPV.0060.14	Water Service 1-Inch	Each
SPV.0060.15	Water Service <sup>3</sup> / <sub>4</sub> -Inch	Each

Payment is full compensation for installation of the water service, furnishing labor, materials, excavation, bedding, backfill, pipe laying, fittings, connection to existing piping sheathing, shoring, dewatering, testing, cleanup, and incidentals necessary to complete work.

# 42. Adjusting Sanitary Manholes, Item SPV.0060.16.

# **A Description**

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all existing municipal sanitary sewer manhole frames and lids located within the project limits.

#### **B** Materials

All material for the adjustment of these facilities must meet City of Hartford specifications.

Existing frame and lid shall be reused in all cases, unless casting is damaged or cracked prior to construction making reuse of existing frame and lid unsafe.

Grade adjustment rings shall be black and manufactured from expanded polypropylene material per ASTM D3575 and manufactured using a high compression molding process to produce a finished density of 7.5 lbs/cu ft. Adjustment rings may be flat or angled to conform to slope of roadway. Grade adjustment rings shall be Pro-Ring by Cretex Specialty Products or an approved equivalent.

# **C** Construction

The approximate locations of sanitary sewer manholes are indicated on the plans. Adjust these items as necessary to provide proper elevation for the manhole rim according to the plans and standard drawings.

The city will locate, mark, inspect and maintain all sanitary sewer manholes within the limits of the project prior to commencement of work on the project.

Throughout the duration of the project, the contractor must ensure that all sanitary sewer manholes are adequately located and identified by green paint, and that at all times. Exercise caution working adjacent to sanitary facilities to avoid damage and ensure accessibility.

Remove all the existing frames and lids with care to avoid damage and reserve for reuse after placement of the grade adjustment rings. Remove existing grade adjustment rings to the top of the cone section of the manhole. Remove all mortar and other materials.

Be sure no materials are released or allowed to fall into the sanitary sewer manhole. Materials falling into the manhole during work shall be removed immediately.

Place mortar or grout on existing structure prior to placement of grade adjustment rings per manufacturer recommendations. Install grade adjustment rings according to manufacturer recommendations using adhesives and/or sealants as required. And finally place the frame and lid on the grade adjustment rings.

Upon completion of the contract, the city will inspect all sanitary facilities to ensure the manholes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

#### **D** Measurement

The department will measure Adjusting Sanitary Manholes as each individual unit, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.16Adjusting Sanitary ManholesEach

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

# 43. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2, Item SPV.0060.17; Words, Item SPV.0060.18.

# **A Description**

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

#### **B** Materials

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

### **C** Construction

#### C.1 General

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

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

# C.2 Groove Depth

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

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

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

# **C.4** Groove Position

Position the groove edge according to the plan details.

# C.4.1 Linear Marking

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

# C.4.2 Special Marking

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

# **C.5** Groove Cleaning

# C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow

and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

# C.5.2 Asphalt

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

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

# C.6 Preformed Thermoplastic Application

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

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

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

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

#### **D** Measurement

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

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Pavement Marking Grooved Preformed Thermoplastic	Each
	Arrows Type 2	
SPV.0060.18	Pavement Marking Grooved Preformed Thermoplastic	Each
	Words	

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

# 44. Sanitary Plug, Item SPV.0060.19.

# A Description

This special provision describes furnishing and installing a sanitary pipe plug once the abandoned sanitary sewer pipe is cut for storm sewer installation purposes as shown on the plans and according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and as hereinafter provided.

#### **B** Materials

Use a mechanical plug with an expandable rubber seal and corrosion resistant parts. Inflatable seals are not allowed. Mechanical pipe plug shall be according to section 3.2.25 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

# **C** Construction

Mechanical pipe plug shall be installed in the sanitary line to be abandoned. Inspect all plugs prior to backfill. If sand backfill is used it shall be compacted.

# **D** Measurement

The department will measure Sanitary Plug by each 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.0060.19 Sanitary Plug Each

Payment is full compensation for furnishing and installing all materials, tools, and equipment. Payment is full compensation for furnishing labor, materials, pipe plug caps, and incidentals necessary to complete work.

# 45. Decorative Bench, Item SPV.0060.20.

# **A** Description

This special provision describes furnishing and installing decorative benches for the City of Hartford as shown in the plans.

#### **B** Materials

Victor Stanley Classic Collection 4' Bench, Model C-10 that includes surface mount and Recycled Second Site Systems Slats. Supply four 1/2 inch diameter anchor bolts, nuts, washers, lock nuts, or any other hardware for securing each assembled bench to the surface.

# **C** Construction

Assemble, install, and anchor assembled benches to the concrete sidewalk as shown in the plans.

#### **D** Measurement

The department will measure Decorative Bench as each individual unit, acceptably completed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Decorative Bench	Each

Payment is full compensation for furnishing, assembling, and installing each decorative bench; furnishing anchor bolts, nuts, washers, lock nuts, or any other hardware for securing each assembled bench to the surface.

# 46. Litter Receptacle, Item SPV.0060.21.

# **A Description**

This special provision describes furnishing and installing litter receptacles for the City of Hartford as shown in the plans.

#### **B** Materials

Victor Stanley Greensites Collection Litter Receptacle -36 Gallons, Model RHF-324 that includes surface mount or free standing with black plastic liner and recycled plastic slats with no lid. Supply anchor bolts, nuts, washers, lock nuts, or any other hardware for securing each litter receptacle to the surface.

#### C Construction

Install and anchor litter receptacles to the concrete sidewalk as shown in the plans.

# **D** Measurement

The department will measure Litter Receptacle as each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.21 Litter Receptacle Each

Payment is full compensation for furnishing and installing each litter receptacle; furnishing anchor bolts, nuts, washers, lock nuts, or any other hardware for securing each litter receptacle to the surface.

# 47. Construction Staking Sidewalk Rest Strips and Transition Ramps, Item SPV.0075.01.

# A Description

This special provision describes construction staking for sidewalk rest strips and transition ramps, including furnishing and setting of construction stakes or pins. This work shall be performed as directed by the engineer. This work is independent of other construction staking items in the contract.

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

#### **C** Construction

Benchmark data, grades, and alignment shall be obtained or calculated from data in the plan. The engineer will furnish horizontal alignment ties.

Methods of survey and staking shall be approved by the engineer prior to beginning the work. The degree of accuracy used in the survey work shall be consistent with third order, Class II.

Construction stakes shall be placed at locations as directed by the engineer in the field.

Maintain neat, orderly, and complete survey notes and computations in establishing the lines and grades. The survey notes and computations shall be made available to the engineer as the work progresses.

# **D** Measurement

The department will measure Construction Staking Sidewalk Rest Strips and Transition Ramps by each hour or portion thereof that the contractor survey crew spends on this work, acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0075.01 Construction Staking Sidewalk Rest Strips and Transition Ramps

Transmon Kamps

Payment is full compensation for survey and computation work necessary to locate and set all stakes as directed by the engineer.

# 48. Water Main Ductile Iron 10-Inch, Item SPV.0090.01; Water Main Ductile Iron 8-Inch, Item SPV.0090.02.

# A Description

This special provision describes furnishing and installing water main according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and as hereinafter provided.

# **B** Materials

Water main shall be Ductile Iron Class 52, conforming to AWWA Cl51, cement mortar lined conforming to AWWA C104/A.21.4, polyethylene wrapped conforming to AWWA C105, of the sized required and shall satisfactorily pass the 150 psi Pressure test as specified in the Standard Specifications.

Lengths of water piping shown on the plan are to center of fittings and may vary slightly.

Fittings shall be mechanical joint ductile iron and shall conform to AWWA Cl53 with 350 psi pressure rating. All bolts and nuts shall be stainless steel. T-bolts shall be "cor-Blue" or approved corrosion resistant equivalent. All joint gaskets for mechanical fittings shall be thoroughly greased with gasket compound during assembly of the fitting. The contractor shall not be allowed to "dry fit" these gaskets by use of force and mechanical leverage. The cost for fittings shall be incidental to the overall cost of construction.

All fittings shall be mechanical joint fittings. Mechanical joint fittings shall conform to AWWA C110/A21.10 and AWWA C111/A21.11.

Connection of new water main to existing water main shall use a mechanical joint restraint device conforming to AWWA C153/A21.53 and AWWA C111/A21.11.

Provide electrical continuity through water main materials using tracing wire conforming to State of Wisconsin codes.

All bedding and cover material shall conform to section 8.43.2(a) and to file number 36 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Backfill material shall be granular material conforming to section 8.43.4 under all roads and driveways.

#### C Construction

All construction shall be in conformance with AWWA C600-10 for ductile iron water main.

# Installation

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 pipe, fittings and special castings so as to prevent breakage. Do not drop into the trench or so handled as to receive hard blows or damage when being moved.

# Field Inspection of Materials

Inspect fitting for defects before installation. All materials used in the work must pass field inspection.

# Direction of Laying

Unless otherwise ordered, lay pipe with the bell ends facing the direction of laying. Bells face upgrade when the grade exceeds 30 feet of rise per one hundred feet of trench.

# Joining of Pipe

Take precautions to prevent foreign material from entering the pipe while it is being placed in the line.

# Removal of Water

At all times during the excavation period and until its completion and acceptance at final inspection, apply ample means and provide necessary equipment to promptly remove and properly dispose of all water entering any excavation or other parts of the work. Keep excavation dry and groundwater levels kept low enough to prevent a quicksand condition from ruining the trench bottom. No water shall be allowed to rise over or come in contact

with masonry until the concrete and mortar have attained a set satisfactory to the engineer and, in any event, no sooner than 12 hours after placing the masonry.

Water pumped or drained from the work hereunder shall be disposed of in a suitable manner without damage to adjacent property, to other work under construction, or to street pavements or municipal parks or property. Do not discharge water onto streets without adequate protection of the surface at the point of discharge. Do not discharge water into sanitary sewers. Do not discharge water containing solids into storm sewers. Dewatering shall be conducted as required at no additional cost to the owner or project.

Promptly repair any and all damage caused by dewatering the work.

Consolidation of backfill material shall be by mechanical compaction to achieve uniform compaction in conformance with section 2.6.14(b) of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Flooding of trench backfill is not allowed

# **Cutting of Pipe**

Cut pipe at right angles to the centerline of the pipe. Cutting shall be done in a neat workmanlike manner without damage to the pipe and so as to leave smooth ends. Cut all pipes with an approved mechanical cutter. The cut end of the pipe shall be tapered by grinding or filing about 1/8" back at an angle of approximately 30 degrees with the centerline of the pipe, and remove any sharp or rough edges. Flush any debris out from the inside of the pipe after cutting and grinding.

# Obstructions in Line or Grade

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

# Buttresses and Lugged Retainer Glands

Approved mechanical joint lugged retainer glands may be used. The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA C111/A21.11 and ANSA/AWWA C153/A21.53 of latest revision. Use twist off nuts, sized same as tee-head bolts, to ensure proper actuating of restraining devices. The retainer glands shall have a pressure rating equal to that of the pipe on which it is used. The retainer glands shall have been tested to UNI-B-13-92, be listed by Underwriters Laboratories, and be approved by Factory Mutual. The restraint shall be EBAA iron series 2000 PV or approved equal.

## Joint Deflection

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

# Setting Valves

Valves in water mains shall be provided and installed in locations where shown on the plans. A valve box and valve box adapter shall be provided for every valve.

The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished grade or such level as may be directed.

# Tracer Wire

Install 12-gauge insulated copper tracer wire along all water main. A sufficient length of tracer wire shall be run up inside all valve boxes to enable the owner easy hook-up of locating equipment.

# **Protective Coating**

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

# Polyethylene Wrap

Corrosion protection shall be provided for all ductile iron tees, crosses, bends, etc. and all valves by use of polyethylene wrap. The polyethylene wrap shall conform to ANSI/AWWA C-105/A215. Wrap shall be black, with a minimum nominal thickness of 0.008 inches (8 mils). Tape for securing the wrap shall be a thermoplastic material with a pressure sensitive adhesive face capable of bonding to metal, bituminous coating, polyethylene and PVC water main. Tape shall have a minimum thickness of 8 mils, and a minimum width of 1 inch.

Extend the wrap approximately 18 inches beyond all joints. Tape all seams securely. Place the cover material with care so as to prevent damage to the polyethylene wrap. Immediately repair any rips or punctures in the wrap.

Expose utilities that cross proposed facility prior to construction to allow engineer to check for conflicts. Protect utilities from disturbance throughout work.

# **Water Main Crossing**

Whenever water mains cross over sewers, the water main shall be laid at such an elevation that the bottom of the water main is at least 6 inches above the top of the sewer. Whenever water mains cross under sewers, a minimum vertical separation of 18 inches shall be maintained between the top of the water main and the bottom of the sewer. At

crossings, center one full length of water pipe on the sewer so that both joints will be as far from the sewer as possible.

# Pipe Abandonment

Where hydrant leads and water mains are to be abandoned, plug end of abandoned hydrant lead or water main with class D concrete, according to section 4.14.0 of the Standard Specification. Support valves, hydrants, and special fittings in vertical position on solid concrete block or concrete support.

# Testing/Disinfect/Clean

Test water main, including hydrants and valves, according to AWWA C600. Pressure test to be conducted at 150% of normal operating pressure. Hydrant lead tesingt shall be at normal operating pressure.

Furnish and operate all equipment required by hydrostatic testing subject to the approval of the engineer.

Disinfect all new water mains prior to placing in service. Maintain disinfection solution in mains a minimum of 24 hours.

Sample and test water from within new main 2 separate times with a minimum 24 hour sampling interval after disinfection of main is complete. All mains shall pass two consecutive samples prior to the main being put in service.

All pipes shall be clean at time of installation, which should result in a prompt safe water sample. Delays in disinfection shall in no way create liability on the part of the owner. Flush new water main under engineer's supervision. Do not drain disinfecting solution into storm sewer or wetland.

All testing and disinfection shall be witnessed by the City of Hartford or their representative prior to placing the main in service. Unacceptable test results shall require corrective action by contractor.

#### **D** Measurement

The department will measure Water Main Ductile Iron 10-Inch and Water Main Ductile Iron 8-Inch by the linear foot in place and quantity measured for payment shall be number of linear feet of various sizes and types completed and accepted according to contract, measured along centerline of pipe, center to center of junctions and fittings. Footage to be paid for shall include construction through valves and other fittings.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Water Main Ductile Iron 10-Inch	LF
SPV.0090.02	Water Main Ductile Iron 8-Inch	LF

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

# 49. Sanitary Sewer Main PVC 8-Inch, Item SPV.0090.03.

# **A Description**

This special provision describes furnishing and installing sanitary sewer main according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and as hereinafter provided.

#### **B** Materials

Sanitary sewer main shall be PVC SDR 35, Schedule 40, conforming to ASTM D3034 for both sizes and shall satisfactorily pass the pressure test as specified in the Standard Specifications.

Lengths of sanitary sewer shown on the plan are to center of manhole and may vary slightly.

Connection of new sanitary sewer main to existing sanitary sewer main where a bell is not available shall use a repair coupling manufactured by Fernco or approved equivalent. Repair couplings shall meet ASTM D5926 and ASTM C1173.

Connection of new sanitary sewer main to an existing manhole shall use a resilient connector meeting ASTM C923.

Provide electrical continuity through water main materials using tracing wire conforming to State of Wisconsin codes.

All bedding and cover material shall conform to section 8.43.2(a) and to file number 36 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Backfill material shall be granular material conforming to section 8.43.4 under all roads and driveways.

#### **C** Construction

All construction shall be in conformance with ASTM D3034 for sanitary sewer main.

#### Installation

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 pipe, fittings and special castings so as to prevent breakage. Do not drop into the trench or so handled as to receive hard blows or damage when being moved.

# Field Inspection of Materials

Inspect pipes, bells, gaskets, and couplings for defects before installation. All materials used in the work must pass field inspection.

# Direction of Laying

Unless otherwise ordered, lay pipe with the bell ends facing the direction of laying.

# Joining of Pipe

Take precautions to prevent foreign material from entering the pipe while it is being placed in the line.

# Removal of Water

At all times during the excavation period and until its completion and acceptance at final inspection, apply ample means and provide necessary equipment to promptly remove and properly dispose of all water entering any excavation or other parts of the work. Keep excavation dry and groundwater levels kept low enough to prevent a quicksand condition from ruining the trench bottom.

Water pumped or drained from the work hereunder shall be disposed of in a suitable manner without damage to adjacent property, to other work under construction, or to street pavements or municipal parks or property. Do not discharge water onto streets without adequate protection of the surface at the point of discharge. Do not discharge water into sanitary sewers. Do not discharge water containing solids into storm sewers. Dewatering shall be conducted as required at no additional cost to the owner or project.

Promptly repair any and all damage caused by dewatering the work.

Consolidation of backfill material shall be by mechanical compaction to achieve uniform compaction in conformance with section 2.6.14(b) of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Flooding of trench backfill is not allowed.

# Cutting of Pipe

Cut pipe at right angles to the centerline of the pipe. Cutting shall be done in a neat workmanlike manner without damage to the pipe and so as to leave smooth ends. Cut all pipes with an approved mechanical cutter. The cut end of the pipe shall be tapered by grinding or filing about 1/8" back at an angle of approximately 30 degrees with the centerline of the pipe, and remove any sharp or rough edges. Flush any debris out from the inside of the pipe after cutting and grinding.

#### Tracer Wire

Install 12-gauge insulated copper tracer wire along all sanitary sewer main.

# Clean/Test/Televise

Assure that sanitary main is clean of all debris prior to deflection testing. If jetting of sanitary sewer is required due to debris, contractor to provide equipment, materials, etc. as part of installation, no additional fees or charges will be accepted for cleaning of mains.

Test all sanitary main installed with this contract according to Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, Section 3.2.6 (i) 4. Deflection Testing. All testing shall be witnessed by City of Hartford or their representative. Unacceptable test results shall require corrective action by contractor.

Televise all sanitary main installed with this contract. Televising of main shall be witnessed by City of Hartford or their representative. A digital copy of the televising session shall be supplied to the City of Hartford on a DVD or some other media as acceptable by the city.

# **D** Measurement

The department will measure Sanitary Sewer Main PVC 8-Inch by the linear foot in place and quantity measured for payment shall be number of linear feet of various sizes and types completed and accepted according to contract, measured along centerline of pipe, center to center of manhole or repair coupling. Footage to be paid for shall include construction through manhole and couplings.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.03Sanitary Sewer Main PVC 8-InchLF

Payment is full compensation for furnishing labor, materials, excavation, bedding, backfill, pipe laying, repair couplings, resilient connectors, sheathing, shoring, dewatering, connections to existing facilities where indicated on drawings, testing, cleanup, restoration, and incidentals necessary to complete work.

# 50. Pavement Marking Grooved Preformed Thermoplastic Crosswalk 6-Inch, Item SPV.0090.04; Stop Line 18-Inch, Item SPV.0090.05.

# **A** Description

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

#### **B** Materials

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

#### C Construction

#### C.1 General

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

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

# C.2 Groove Depth

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

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

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

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

Position the groove edge according to the plan details.

# C.4.1 Linear Marking

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

# **C.4.2 Special Marking**

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

# **C.5** Groove Cleaning

#### C.5.1 Concrete

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

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

#### C.5.2 Asphalt

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

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

# **C.6 Preformed Thermoplastic Application**

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

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

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

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

#### **D** Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Type) in length by the linear foot of tape, acceptably completed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Pavement Marking Grooved Preformed Thermoplastic	LF
	Crosswalk 6 -Inch	
SPV.0090.05	Pavement Marking Grooved Preformed Thermoplastic	LF
	Stop Line 18-Inch	

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

# 51. Removing Sanitary Pipe, Item SPV.0090.06.

# **A Description**

This special provision describes removing abandoned sanitary sewer pipe for purposes of storm sewer installation as shown on the plans.

# **B** (Vacant)

#### C Construction

Cut 8" abandoned sanitary sewer pipe, remove, and dispose of material.

Abandoned pipe shall have mechanical pipe plug or cap installed to seal the pipe, which is paid for under the 'Sanitary Plug' item.

Inspect all plugs or caps prior to backfill. If sand backfill is used it shall be compacted. Consolidation of backfill material shall be by mechanical compaction to achieve uniform compaction in conformance with section 2.6.14(b) of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Flooding for backfill consolidation is not allowed

#### **D** Measurement

The department will measure Removing Sanitary Pipe in length by the linear foot, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.06 Removing Sanitary Pipe LF

Payment is full compensation for furnishing labor, materials, excavation, cutting pipe, removing pipe, disposing of material, backfill, shoring, cleanup, and incidentals necessary to complete work.

# 52. Pavement Marking Grooved Preformed Thermoplastic 4-Inch, Yellow, Item SPV.0090.07.

# **A Description**

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

#### **B** Materials

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

#### **C** Construction

# C.1 General

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

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

# C.2 Groove Depth

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

# C.3 Groove Width – Linear Markings

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

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

Position the groove edge according to the plan details.

# C.4.1 Linear Marking

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

# **C** Construction

#### C.1 General

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

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

# C.2 Groove Depth

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

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

Cut the groove one-inch wider than the width of the tape.

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

Position the groove edge according to plan details. Groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the tape segment. Achieve straight alignment with the grooving equipment.

# **C.5** Groove Cleaning

#### C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking

application. Clean and dry the groove for proper application of the adhesive, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

# C.5.2 New Asphalt

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

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

# **C.5.3 Existing Asphalt**

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

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

# **C.6 Preformed Thermoplastic Application**

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

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

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

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

#### **D** Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic 4-Inch, Yellow, by the linear foot of tape placed according to the contract and accepted.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0090.07 Pavement Marking Grooved Preformed Thermoplastic LF

4-Inch, Yellow

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

# 53. Remove Traffic Signal, STH 83 and E Monroe Avenue, Item SPV.0105.01.

# **A** Description

This special provision describes removing existing traffic signals at the intersection of STH 83 and E Monroe Avenue in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

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

#### **C** Construction

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Deliver the remaining materials to the West Allis Electrical Service Facility at 935 South 60<sup>th</sup> Street, West Allis, Milwaukee County. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements.

Department forces will remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment will be removed from the site by department forces and will remain the property of the department.

#### **D** Measurement

The department will measure Remove Traffic Signals (Location) as a single lump sum unit of work for each intersection, acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.01 Remove Traffic Signals, STH 83 and E Monroe Avenue LS

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material, for delivering the requested materials to the department, and incidentals necessary to complete the contract work.

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# 54. Remove Loop Detector Wire and Lead-in Cable, Item SPV.0105.02.

# **A Description**

This special provision describes removing loop detector wire and lead-in cable at the STH 83 and E Monroe Avenue). Removal will be according to standard spec 204, as shown in the plans, and as hereinafter provided.

# **B** (Vacant)

#### C Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the loop detector wire and lead-in cable.

Remove and dispose of detector lead-in cable including loop wire for abandoned loops off the right-of-way.

#### **D** Measurement

The department will measure Remove Loop Detector Wire and Lead-in Cable as a single lump sum unit of work for each intersection, acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.02 Remove Loop Detector Wire and Lead in Cable LS

Payment is full compensation for removing, scrapping, and disposing of material and incidentals necessary to complete the contract work.

# 55. Install State Furnished Traffic Signal Cabinet, STH 83 and E Monroe Avenue, Item SPV.0105.03.

#### A Description

This special provision describes the installing of the state furnished Traffic Signal Cabinet for traffic signals.

# **B** Materials

Use materials furnished by the department including: the traffic signal controller and the traffic signal cabinet.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five (5) working days prior to picking up the materials.

Provide all other needed materials in conformance with standard spec 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2 and 659.2.

#### **C** Construction

Perform work in accordance to standard spec 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3 except as specified below.

Request a signal inspection of the completed signal installation to the engineer at least five working days prior to the time of the requested inspection. The department's Region Electrical personnel will perform the inspection.

# **D** Measurement

The department will measure Install State Furnished Traffic Signal Cabinet, STH 83 and E Monroe Avenue as a single lump sum unit of work, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.03 Install State Furnished Traffic Signal Cabinet, LS STH 83 and E Monroe Avenue

Payment is full compensation for installing and testing the Traffic Signal Cabinet; for furnishing and installing all other items necessary (such as, wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete from the source of supply to the most remote unit; for clean-up and waste disposal.

# 56. Concrete Pavement Joint Layout, Item SPV.0105.04.

# **A** Description

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

# **B** (Vacant)

#### **C** Construction

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

#### **D** Measurement

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

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.04Concrete Pavement Joint LayoutLS

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

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

## 57. Sanitary Sewer Abandonment, Item SPV.0105.05.

#### **A Description**

This special provision describes abandonment sanitary sewer main according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and as hereinafter provided.

#### **B** Materials

Sand or cellular concrete fill shall be provided according to section 3.2.24 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

Mechanical pipe plug shall be installed in the sanitary line to be abandoned. Use a mechanical plug with an expandable rubber seal and corrosion resistant parts. Inflatable seals are not allowed. Mechanical pipe plug shall be according to section 3.2.25 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

#### **C** Construction

All construction shall be according to the standard specifications.

#### Removal

Existing manholes to be abandoned shall be removed to a minimum depth of 3 feet below the proposed or finished surface elevation.

#### Installation

Pipes to be abandoned in place shall have mechanical pipe plug installed to seal the pipe.

Manholes to be abandoned shall be filled with sand or cellular concrete according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

#### Field Inspection of Materials

Inspect all plugs prior to backfill. If sand backfill is used it shall be compacted.

Consolidation of backfill material shall be by mechanical compaction to achieve uniform compaction in conformance with section 2.6.14(b) of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Flooding of trench backfill is not allowed.

#### **D** Measurement

The department will measure Sanitary Sewer Abandonment as a single lump sum unit of work, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.05Sanitary Sewer AbandonmentLS

Payment is full compensation for furnishing labor, materials, excavation, backfill, pipe plugs, shoring, testing, cleanup, restoration, and incidentals necessary to complete work.

# 58. Water Main Abandonment, Item SPV.0105.06.

#### **A Description**

This special provision describes abandonment water main according to section 4.14.6 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and as hereinafter provided.

#### **B** Materials

Sand or cellular concrete fill shall be provided according to section 3.2.24 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

Mechanical pipe plug or cap shall be installed in the water line to be abandoned. Use a mechanical plug with an expandable rubber seal and corrosion resistant parts. Inflatable seals are not allowed. Mechanical pipe plug shall be according to section 3.2.25 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

#### **C** Construction

All construction shall be according to the standard specifications.

Prior to abandonment of any water main segments having water service lateral, new water main shall be completed, pressure tested, disinfected, and ready to be put in service. Existing water main segments that do not have water service laterals may be abandoned prior to installation of new water main.

#### Removal

Existing water valve manholes to be abandoned shall be removed to a minimum depth of 3 feet below the proposed or finished surface elevation.

#### Abandonment

Pipes to be abandoned in place shall have mechanical pipe plug or cap installed to seal the pipe.

Manholes to be abandoned shall be filled with sand or cellular concrete according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

#### Field Inspection of Materials

Inspect all plugs or caps prior to backfill. If sand backfill is used it shall be compacted.

Consolidation of backfill material shall be by mechanical compaction to achieve uniform compaction in conformance with section 2.6.14(b) of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Flooding for backfill consolidation is not allowed.

#### **D** Measurement

The department will measure Water Main Abandonment as a single lump sum unit of work, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.06Water Main AbandonmentLS

Payment is full compensation for furnishing labor, materials, excavation, backfill, pipe plug caps, shoring, testing, cleanup, restoration, and incidentals necessary to complete work.

# 59. Concrete Pavement HES 7-Inch, Item SPV.0180.01.

#### **A Description**

This special provision describes construction of HES concrete pavement as shown on the plans, and according to the applicable provisions of standard spec 415 and as hereinafter provided.

#### **B** Materials

According to standard spec 415.2. Use 1-inch diameter dowel bars for concrete pavement HES 7-inch as stated in the urban doweled concrete pavement standard detail drawing.

#### **C** Construction

According to standard spec 415.3

#### **D** Measurement

The department will measure Concrete Pavement HES 7-Inch, by area in square yards, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0180.01 Concrete Pavement HES 7-Inch SY

Payment is full compensation according to standard spec 415.5.

# 60. Management of Solid Waste, Item SPV.0195.01.

#### A General

## A.1 Description

This work will conform with the requirements of Standard spec 205; to pertinent parts of the Wisconsin Administrative Code, Chapters NR 700-736 Environmental Investigation and Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as shown on the plans and as supplemented herein.

Contaminated soil classified as solid waste will be encountered within the construction limits. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated soil will be managed as solid waste.

This work consists of excavating, segregating, temporary stockpiling, loading, hauling, and disposing of solid waste material at a WDNR-approved disposal facility. The nearest WDNR-approved disposal facilities are:

Advanced Disposal Glacier Ridge Landfill N7296 Country Road V Horicon, WI 53032 (920) 387-0987 Waste Management Orchard Ridge Landfill N96 W13503 County Line Road Menomonee Falls, WI 53051 (262) 532-6200

Provide information to the environmental consultant and engineer that indicates the WDNR-approved disposal facility that the contractor will use.

#### A.2 Notice to the Contractor – Solid Waste (Contaminated Soil) Location

The department and others completed hazardous materials assessment for locations within this project where excavation is required. Investigation for soil contamination was conducted at select locations. Results indicate that contaminated soil classified as solid waste is present at the following locations as shown on the plans:

- Station 255+15 to 255+30, from 20 feet to 40 feet right of reference line, at a depth of approximately 1' to 6' bgs. Soil at this location is contaminated with arsenic. Approximately 22 cubic yards (approximately 37.4 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated here for new storm sewer and road reconstruction.
- Station 297+00 to 298+00, from reference line to project limits right, at a depth of approximately 0' to 6' bgs. Soil at this location is contaminated with tetrachloroethene. Approximately 338 cubic yards (approximately 574.6 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated here for new storm sewer and road reconstruction.

Directly load solid waste excavated by the project at the above locations into trucks that will transport the material to a WDNR-licensed landfill facility for landfill disposal.

#### A.3 Notice to the Contractor – Contaminated Soil Beyond the Construction Limits

If obviously contaminated soils or other signs of NR 500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

No active groundwater monitoring wells were observed within the construction limits. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect them to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

If dewatering is required at the above locations, conduct the dewatering according to Section C below.

#### A.4 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the offsite disposal of contaminated waste. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities in these areas contact:

Name: Andrew Malsom, HAZMAT and Environmental Engineer

Address: WisDOT SE region, 141 NW Barstow St., Waukesha WI 53187

Phone: (262) 548-6705 Fax: (262) 548-6891

E-mail: Andrew.Malsom@dot.wi.gov

#### A.5 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 150 N. Patrick Blvd. Ste. 180, Brookfield, WI 53045

Contact: Bryan Bergmann, P.G.

Phone: (262) 879-1212 Fax: (262) 879-1220

E-mail: <u>bbergmann@trcsolutions.com</u>

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the area of solid waste described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the impacted areas. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the impacted area. Perform excavation in the impacted area on a continuous basis until excavation work is completed. Do not transport soil containing solid waste offsite without prior approval from the environmental consultant

#### A.6 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

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

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

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

#### **C** Construction

*Supplement standard spec 205.3 with the following:* 

Control operations in the impacted area to minimize the quantity of soil excavated.

The environmental consultant will periodically monitor soil excavated from the areas identified in A.2 above. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

Directly load and haul solid waste designated by the environmental consultant for offsite disposal to the WDNR approved landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of the material. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Verify that the vehicles used to transport material are licensed for such activity according to applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without

obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the areas of known contamination, larger chunks of clean concrete (~2 cubic feet), asphalt and bricks will be segregated from the fill, to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations, and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site(s).

If dewatering is required in areas of known contamination, water generated from dewatering activities may contain VOCs and/or metals. Such water may, with approval of the City of Hartford, be discharged to the sanitary sewer as follows:

- 1. Meet all applicable requirements of the City of Hartford including the control of suspended solids. Perform all necessary monitoring to document compliance with City of Hartford requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with City of Hartford's requirements.
- 2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

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

Costs associated with excavation dewatering in contaminated areas are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

#### **D** Measurement

The department will measure Management of Solid Waste by the ton of waste accepted by the disposal facility and as documented by weight tickets.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0195.01 Management of Solid Waste Ton

Payment is full compensation for excavating, segregating, loading, hauling, and landfill disposal of solid waste; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; and for dewatering of soils prior to transport, if necessary.

# 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.
  - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
  - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>4</u> (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).

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>3</u> (number) TrANS Apprentice(s) be utilized on this contract.

- 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).

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

#### II. IMPLEMENTATION

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

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

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

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

## IV. TRANS TRAINING

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

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

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

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

### V. APPRENTICESHIP TRAINING

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

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

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

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

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

# ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

#### General

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

http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

#### 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. <u>Document</u> 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 WisDOTapproved 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. <a href="https://www.bidx.com/wi/main">https://www.bidx.com/wi/main</a> 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. <u>Evaluate DBE quotes</u> 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 <u>tied bid items.</u> "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
   http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx
- 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

http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.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://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.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. <u>Make</u> 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 <a href="http://roadwaystandards.dot.wi.gov/hcci/">http://roadwaystandards.dot.wi.gov/hcci/</a>

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 No, we are not interested in quality Please take our name off your.  We have questions about quot	noting on the monthly DBI ing this letting	letting or it E contact li	s items refer	e contact n	ne at this nur		
Prime Contractor 's Contact Pers	son	7		DRE Co	ontractor Co	ntact Person	
DI .			DI				
Phone:		_	Phone				
Fax: Email:		_	Fax Email				
Eman.		_	Eman				
Please circle Proposal No.	the jobs and	l items you	will be qu	oting below	<b>w</b> 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	37	X	X		X	X
Traffic Control		X	X X	X X		X X	X
Electrical Work/Traffic Signals Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X	Λ	X	X	X	X
Pipe Underdrain	X	71		X	71	24	24
Beam Guard	71			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	orime contra	actor's conta	ct person a	t phone nun	nber.	

# 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**

- ➤ Prime contractor open houses inviting DBE firms to see the bid "war room" or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- ➤ Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- > Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE 'training session' Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- P 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

- ➤ DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- ➤ Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the 'apparent low bidder' list, and bid tabs at a minimum.
- 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.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- > Consider membership in relevant industry or contractor organizations
- 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.
- 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

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#### 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

	PERCENTS PASSING DESIGNATED SIEVES								
SIEVE	NOMINAL SIZE								
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm		
50.0-mm	100								
37.5-mm	90 –100	100							
25.0-mm	90 max	90 -100	100						
19.0-mm		90 max	90 -100	100		100			
12.5-mm			90 max	90 -100	100	90 - 97	100		
9.5-mm				90 max	90 -100	58 - 72	90 - 100		
4.75-mm					90 max	25 - 35	35 - 45		
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28		
75-µm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0		
% MINIMUM VMA	11.0	12.0	13.0	14.0 <sup>[1]</sup>	15.0 <sup>[2]</sup>	16.0	17.0		

<sup>[1] 14.5</sup> 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 engineeraccepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

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

#### 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>DESCRIPTION</u>	<u>UNIT</u>
HMA Pavement Type E-0.3	TON
HMA Pavement Type E-1	TON
HMA Pavement Type E-3	TON
HMA Pavement Type E-10	TON
HMA Pavement Type E-30	TON
HMA Pavement Type E-30X	TON
HMA Pavement Type SMA	TON
Incentive Density HMA Pavement	DOL
HMA Cold Weather Paving	TON
	HMA Pavement Type E-0.3 HMA Pavement Type E-1 HMA Pavement Type E-3 HMA Pavement Type E-10 HMA Pavement Type E-30 HMA Pavement Type E-30 HMA Pavement Type E-30X HMA Pavement Type SMA Incentive Density HMA Pavement

#### 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:

ITEM NUMBERDESCRIPTION460.4000HMA Cold Weather Paving

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

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

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

http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

- (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://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

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# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- 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 designbuild 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.
- 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 nonminority 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 <a href="Form FHWA-1391">Form FHWA-1391</a>. 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 federallyassisted 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 contacting 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:
- 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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:
- 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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:**

_County_	<u>%</u>	_County_	_%_	_County_	<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.

#### **Effective August 2015 letting**

#### **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://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

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://wisconsindot.gov/rdwy/worksheets/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 contacts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in 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 WASHINGTON 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.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.37	17.99	53.36
Carpenter	34.13	20.61	54.74
Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/20 Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.		ar's Day, Memor	ial Day,
Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.	32.75	19.21	51.96
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rated Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I Department of Transportation or responsible governing agency requiartificial illumination with traffic control and the work is completed after Electrician  Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	Day. 2) Add \$1.40/h res that work be pe er sunset and befor 33.93	or when the Wiserformed at night re sunrise. 22.77	consin under 56.70
Fence Erector	23.73	19.09	42.82
Ironworker	30.77	23.97	54.74
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	on Sunday, New Ye	ar's Day, Memor	ial Day,
Line Constructor (Electrical)	39.50	18.39	57.89
Painter	29.22	16.69	45.91
Pavement Marking Operator	30.27	18.79	49.06
Piledriver	30.11	26.51	56.62
Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/20 Premium Pay: Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for St two times the hourly basic rate on Sunday, New Year's Day, Memoria Thanksgiving Day & Christmas Day.	neet Piling Loftsma		

WASHINGTON COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
THE ON COCCIANION	\$	\$	\$
Roofer or Waterproofer	29.40	<del>¥</del> 11.20	40.60
Teledata Technician or Installer	24.89	17.15	42.04
Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONL		15.57	51.12
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.64	46.24
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 of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	n Sunday, New Ye	ar's Day, Memor	ial 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 of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	n Sunday, New Ye	ar's Day, Memor	ial 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 6/1/20 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day DOT'S website for details about the applicability of this night world business/civilrights/laborwages/pwc. htm.	te on Sunday, Nev Day. 2) Add \$1.50/I	w Year's Day, Me hr night work pre	mium.
Pavement Marking Vehicle	23.16	17.13	40.29
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	24.52	17.77	42.29
LABORERS			
General Laborer Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06. Premium Pay: Add \$.10/hr for air tool operator, vibrator or tamper ope saw operator and demolition burning torch laborer; Add \$.15/hr for bit formsetter (curb, sidewalk and pavement) and strike off man; Add \$.2 \$.35/hr for line and grade specialist; Add \$2.79/hr for topman; Add \$3. pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate or Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2 involving temporary traffic control setup, for lane and shoulder closure conditions is necessary as required by the project provisions (includin such time period).	erator (mechanical uminous worker (r 0/hr for blaster and .21/hr for bottomm a Sunday, New Yea b) Add \$1.25/hr for es, when work und g prep time prior t	hand operated), raker and lutema d powderman; A nan; Add \$3.98/h ar's Day, Memori work on projects der artificial illumi	chain n), dd r for al Day, s nation
Asbestos Abatement Worker	22.05	18.41	40.46
Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2015; Add \$	te on Sunday, Nev Day. 2) Add \$1.25/I	w Year's Day, Me hr for work on pr	morial ojects

WASHINGTON COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
conditions is necessary as required by the project provisions (includ	<b>\$</b> ing prep time prior	to and/or cleanu	<b>\$</b> o after
such time period).  Flagperson or Traffic Control Person Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 0 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requ artificial illumination with traffic control and the work is completed aft	ate on Sunday, Ne Day. 2) Add \$1.25/ ires that work be p	w Year's Day, Me hr when the Wis erformed at nigh	emorial consin
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72
Railroad Track Laborer	17.00	3.28	20.28
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/o Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower Derrick, With or Without Attachments, With a Lifting Capacity of Over 1 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Crane With Boom Dollies; Traveling Crane (Bridge Type).  Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night wo	er or 00 Lbs., 016; Add \$1.25/hr rate on Sunday, Ne Day. 2) Add \$1.50/	w Year's Day, Me hr night work pre	emium.
business/ civilrights/ laborwages/ pwc. htm.  Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Unde Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With of 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 Pilo (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic of Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night work business/ civilrights/ laborwages/ pwc. htm.	er or r; ler; ot 016; Add \$1.25/hr rate on Sunday, Ne Day. 2) Add \$1.50/	w Year's Day, Me hr night work pre	emium.
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Scrautomatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr. 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, Vlbratory/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 & Gu Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane WIth a Liftir Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear	reed; 's utter	21.15	57.87

WASHINGTON COUNTY Page 4

#### TRADE OR OCCUPATION

HOURLY BASIC RATE OF PAY

36.46

36.17

**HOURLY FRINGE BENEFITS** 

21.15

TOTAL

57.61

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 vds or More Capacity: Shoulder Widener: Sideboom: Skid Rig: Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames.

Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/ business/ civilrights/ laborwages/ pwc. htm.

Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger: Joint Sawer (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.

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.

Fiber Optic Cable Equipment. 28.89 17.95 46.84

21.15

57.32

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

STATE: Wisconsin (DAVIS-BACON ACT, MINIMUM WAGE RATES

DESCRIPTION OF WORK: Highways and Airport Runway and	d Taxiway Construction		
Description from the first transfer and first training and	Basic Hourly	Fringe	
LABORERS CLASSIFICATION:	Rates	Benefits	
ENDORERO DE ROGITO VITORE	1100	Dalatto	Tr
Group 1: General Laborer; Tree Trimmer; Conduit Layer;			
Demolition and Wrecking Laborer; Guard Rail, Fence	e		1 8
and Bridge Builder; Landscaper, Multiplate Culvert	_		Th
Assembler; Stone Handler; Bituminous Worker (Sho	veler		Ar
Loader, Utility Man); Batch Truck Dumper; or Ceme			,
Bituminous Worker; (Dumper, Ironer, Smoother, Tar			
Concrete Handler		10.35	
Group 2: Air Tool Operator; Joint Sawer and Filler (Pavement);	Ψ20.70	10.00	
Vibrator or Tamper Operator (Mechanical Hand Ope	rated):		
vibrator or rampa operator (wechanica manu ope		10.25	
Group 3: Bituminous Worker (Raker and Luteman); Formsetter	20.00	19.55	
	26.04	10.05	
(Curb, Sidewalk, and Pavement); Strike Off man			
Group 4: Line and Grade Specialist			
Group 5: Blaster and Powderman			
Group 6: Flagperson and Traffic Control Person	23.85	19.35	
			No
CLASSES OF LABORER AND MECHANICS			
Bricklayer	35.37	18.47	
Carpenter			
Piledriverman	27.25	19.46	
Ironworker	32.36	24.07	
Cement Mason/Concrete Finisher	30.69	17.53	
Electrician		See Page 3	
Line Construction			

Well Drilling:

Truck Drivers:	Bæic Hourly <u>Rates</u>	Fringe Benefits
1 & 2 Axles	25.18	18.31
Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic	25.38	18.31

DATE: August 28, 2015

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; Modification #3 dated April 10, 2015; Modification #4 dated May 22, 2015; Modification #5 dated June 12, 2015; Modification #6 dated June 26, 2015; Modification #7 dated July 31, 2015; Modification #8 dated August 7, 2015; Modification #9 dated August 28, 2015.

Washington County
Page 1 of 3

#### 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

POWER EQUII	PMENT OPERATORS CLASSIFICATION:	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>	POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>
with liftir or cr derri jib le long	nes, tower cranes and derricks, n or without attachments, with a ng capacity of over 100 tons ranes, tower cranes and icks with boom, leads and/or engths measuring 176 feet or ger	\$38.27	\$21.55	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post		
with liftir less derri jib le less, havi capa caiss	n or without attachments, with a ng capacity of 100 tons or or cranes, tower cranes and icks with boom, leads and/or engths measuring 175 feet or , and backhoes (excavators) ing a manufacturer's rated acity of 3 cu. yds. and over, son rigs, pile driver, dredge rator, dredge engineer	\$37.77	\$21.55	driver; material hoist operator	\$37.27	\$21.55
equi of 25 (mar	chanic or welder - heavy duty ipment, cranes with a lifting capacity 5 tons or less, concrete breaker nual or remote); vibrator/sonic concrete aker: concrete laser screed; concrete			machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$37.01	\$21.55
slipf oper duty distr conc slipf conc (10,1	form paver; concrete batch plant rator; concrete pavement spreader - heavy / (rubber tired); concrete spreader and ributor, automatic subgrader (concrete); crete grinder and planing machine; concrete form curb and gutter machine; slipform crete placer; tube finisher; hydro blaster 000 psi and over); bridge paver; concrete veyor system; concrete pump; stabilizing			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);		
asph cutte scree	er (self propelled); shoulder widener; nalt plant engineer; bituminous paver; bump er and grooving machine; milling machine; sed (bituminous paver); asphalt heater,			drilling machine helperGroup 6: Off – road material hauler with or without eject		\$21.55 \$21.55
havi	ner and scarifier; backhoes (excavators) ing a manufacturers rated capacity of under u. yds.; grader or motor patrol; tractor			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		

DATE: August 28, 2015

18.92

16.85

16.97

19.30

19.87

20.54

24.07

19.23

23.09

12.72

14.84

17.70

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

LABORERS CLASSIFICATION: Rates Benefits Electricians Area 1 \$29.60 26.5%+ 9.15 Area 2: Electricians..... 31.21 Area 3: Electrical contracts under \$130,000 ..... 26.24 Electrical contracts over \$130,000 ..... 29.41 29.50% + 9.37 29.84 ..... 28.96 24.85% + 9.70 Area 5 Area 6 ..... 35.25 Area 8 Electricians..... 31.30 24.93% + 10.40 Area 9: Electricians..... 35.75 29.64 Area 10 ..... 32.54 ..... Area 12 ..... 32.87 Area 13 ..... 35.13 Teledata System Installer Area 14 Installer/Technician ..... 22.50 Sound & Communications Area 15 Installer..... 16.47 26.00 Technician..... CALUMET (except township of New Holstein), GREEN LAKE Area 1 -(N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES. Area 2 -ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON and WASHBURN COUNTIES FLORENCE (townships of Aurora, Commonwealth, Fern, Area 3 -Florence and Homestead), MARINETTE (Niagara township)

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.
Area5-	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausaukee), 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
Area6-	KENOSHA COUNTY
Area8-	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area9-	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 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 11 -	DOUGLAS COUNTY
Area 12 -	RACINE (except Burlington township) COUNTY
Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 14 -	Statewide.
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.

DATE: August 28, 2015

#### 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 omision 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.

Page 1 of 1

### Wisconsin Department of Transportation PAGE: 1 DATE: 09/29/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20151110012

PROJECT(S): FEDERAL ID(S):

1330-24-70 WISC 2015573

1330-24-71 N/A

LINE	TTEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	!
SECTI	ON 0001 ROADWAY ITEMS			
0010	201.0120 Clearing 	   134.000  ID	 	     
0020	201.0220 Grubbing   	   134.000  ID	   	     
	204.0100 Removing  Pavement 	   13,200.000  SY	         	       .
	204.0110 Removing  Asphaltic Surface 	   1,600.000  SY	         	       .
	204.0150 Removing Curb &  Gutter 	   5,915.000  LF	       	       .
	204.0155 Removing  Concrete Sidewalk	   6,250.000  SY	         	   
	204.0195 Removing  Concrete Bases	   21.000  EACH	         	
	204.0210 Removing  Manholes 	   30.000  EACH	       	       .
0090	204.0220 Removing Inlets	   48.000  EACH	       	       .
	204.0245 Removing Storm  Sewer (size) 01.6-INCH		       	     

### Wisconsin Department of Transportation PAGE: 2 DATE: 09/29/15

REVISED:

SCHEDULE OF ITEMS

CONTRACT: ONTRACT: 20151110012 PROJECT(S): FEDERAL ID(S):

1330-24-70 WISC 201557

1330-24-71 N/A

WISC 2015573

	13		, =	N/A	
CONTRA	ACTOR :				
LINE NO	ITEM   DESCRIPTION		APPROX.	UNIT PRICE	BID AMOUNT
110	DESCRIPTION	ľ	AND UNITS	DOLLARS   CTS	DOLLARS CTS
0110	204.0245 Removing Storm  Sewer (size) 02. 8-INC		84.000		
	204.0245 Removing Storm  Sewer (size) 03.  10-INCH	      LF	463.000		
0130	204.0245 Removing Storm  Sewer (size) 04.  12-INCH	    LF	2,159.000		
0140	204.0245 Removing Storm  Sewer (size) 05.  15-INCH	    LF	165.000  		
	204.0245 Removing Storm  Sewer (size) 06.  18-INCH	    LF	615.000		
0160	204.0245 Removing Storm  Sewer (size) 07.  24-INCH	    LF	494.000  		
	204.0245 Removing Storm  Sewer (size) 08.  30-INCH	    LF	388.000	-	
	204.0245 Removing Storm  Sewer (size) 09.  36-INCH	      LF	253.000		
0190	204.0245 Removing Storm  Sewer (size) 10.  42-INCH	      LF	   151.000		
0200	205.0100 Excavation  Common	CY	22,461.000	·	

### Wisconsin Department of Transportation PAGE: 3 DATE: 09/29/15

#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS	
0210	205.0501.S Excavation,  Hauling, and Disposal of  Petroleum Contaminated  Soil	383.000   TON	     		
0220	213.0100 Finishing  Roadway (project) 01.  1330-24-70	   1.000  EACH	     	     	
0230	305.0120 Base Aggregate  Dense 1 1/4-Inch 	   12,765.000  TON	     	       .	
0240	311.0110 Breaker Run   	   19,890.000  TON	     	     	
	405.0100 Coloring  Concrete Red 	   86.000  CY		       .	
0260	415.0070 Concrete  Pavement 7-Inch 	22,150.000		   	
0270	415.0210 Concrete  Pavement Gaps 	9.000  EACH	     	   	
0280	416.0170 Concrete  Driveway 7-Inch 	900.000  SY		       .	
0290	416.0610 Drilled Tie  Bars 	   65.000  EACH	   		
0300	416.0620 Drilled Dowel  Bars 	   75.000  EACH		     	

### Wisconsin Department of Transportation PAGE: 4 DATE: 09/29/15

#### SCHEDULE OF ITEMS

REVISED:

CONTR	ACTOR :			
LINE NO	I	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT  DOLLARS CTS
	440.4410.S Incentive IRI  Ride 	   1,787.000  DOL	1.00000	     1787.00
0320	455.0105 Asphaltic  Material PG58-28 	   29.000  TON	)     .	       .
0330	455.0605 Tack Coat   	   105.000  GAL	)   	       .
0340	460.1100 HMA Pavement  Type E-0.3 	   485.000  TON	)   	       .
	460.2000 Incentive  Density HMA Pavement 	   330.000  DOL	1.00000	330.00
0360	465.0120 Asphaltic  Surface Driveways and  Field Entrances	   430.000  TON	)	
	465.0125 Asphaltic  Surface Temporary 	   605.000  TON	       	       .
0380	513.2050.S Railing Pipe   	   20.000  LF	)   	       .
	520.8000 Concrete  Collars for Pipe 	   10.000  EACH	)     .	
	601.0409 Concrete Curb &  Gutter 30-Inch Type A 	   5,133.000  LF		   
0410	601.0411 Concrete Curb &  Gutter 30-Inch Type D	   390.000  LF	) ) 	

### Wisconsin Department of Transportation PAGE: 5 DATE: 09/29/15

#### SCHEDULE OF ITEMS

REVISED:

LINE NO	ITEM   DESCRIPTION 	APPROX.   QUANTITY   AND UNITS	UNIT PRICE	BID AMOUNT
			DOLLARS   CTS	DOLLARS CTS
0420	601.0452 Concrete Curb &  Gutter Integral 30-Inch  Type D	5,648.000	     	
0430	601.0600 Concrete Curb  Pedestrian 	   100.000  LF	     	
0440	602.0410 Concrete  Sidewalk 5-Inch 	52,740.000  SF	       .	
0450	602.0420 Concrete  Sidewalk 7-Inch 	5,500.000	     	
0460	602.0505 Curb Ramp  Detectable Warning Field  Yellow	   436.000  SF	     	
0470	602.1500 Concrete Steps   	   115.000  SF	       .	
0480	608.0312 Storm Sewer  Pipe Reinforced Concrete  Class III 12-Inch	   289.000  LF	       .	.
0490	608.0315 Storm Sewer  Pipe Reinforced Concrete  Class III 15-Inch	   1,759.000  LF	     	
0500	608.0318 Storm Sewer  Pipe Reinforced Concrete  Class III 18-Inch	   456.000  LF	       .	
0510	608.0321 Storm Sewer  Pipe Reinforced Concrete  Class III 21-Inch	   231.000  LF	     	

### Wisconsin Department of Transportation PAGE: 6 DATE: 09/29/15

#### SCHEDULE OF ITEMS

REVISED:

LINE NO	ITEM   DESCRIPTION 	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
			I	DOLLARS CTS
	608.0324 Storm Sewer  Pipe Reinforced Concrete  Class III 24-Inch	   2,431.000  LF	     	   
	608.0330 Storm Sewer  Pipe Reinforced Concrete  Class III 30-Inch	   504.000  LF	     	   
	608.0336 Storm Sewer  Pipe Reinforced Concrete  Class III 36-Inch	   767.000  LF	     	   
0550	611.0530 Manhole Covers  Type J 	   44.000  EACH	     	   
	611.0606 Inlet Covers  Type B 	7.000   7.000	     	   
	611.0624 Inlet Covers  Type H 	   11.000  EACH	     	   
	611.0642 Inlet Covers  Type MS 	   5.000  EACH	     	     
	611.0651 Inlet Covers  Type S 	3.000  EACH	     	   
0600	611.0660 Inlet Covers  Type WM	70.000	     	     
	611.0666 Inlet Covers  Type Z 	3.000		     
0620	611.2004 Manholes 4-FT  Diameter 	   36.000  EACH	     	

### Wisconsin Department of Transportation PAGE: 7 DATE: 09/29/15

#### SCHEDULE OF ITEMS

REVISED:

LINE NO	ITEM   DESCRIPTION 	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT	
			I	DOLLARS  CTS	
	611.2006 Manholes 6-FT  Diameter	   19.000  EACH		   	
	611.3003 Inlets 3-FT  Diameter	3.000 EACH	   	   	
	611.3004 Inlets 4-FT  Diameter 	   23.000  EACH	     	   	
0660	611.3225 Inlets 2x2.5-FT   	   52.000  EACH	     	       .	
	611.3901 Inlets Median 1  Grate 	   5.000  EACH		       .	
	611.8110 Adjusting  Manhole Covers 	   1.000  EACH			
	611.8115 Adjusting Inlet  Covers 	   2.000  EACH		     	
0700	611.8120.S Cover Plates  Temporary 	   9.000  EACH		     	
	612.0106 Pipe Underdrain  6-Inch 	   1,503.000  LF	     	   	
	612.0206 Pipe Underdrain  Unperforated 6-Inch	   451.000  LF		     	

### Wisconsin Department of Transportation PAGE: 8 DATE: 09/29/15

SCHEDULE OF ITEMS REVISED:

CONTR	ACTOR :			
LINE NO	!	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
	612.0902.S Insulation  Board Polystyrene (inch)  01. 2-Inch	71.000  SY	<u></u> 	
0740	616.0700.S Fence Safety   	   35.000  LF		     
0750	619.1000 Mobilization 	   1.000  EACH	   	       .
	620.0100 Concrete  Corrugated Median 	1,760.000  SF	     	       .
0770	623.0200 Dust Control  Surface Treatment 	29,410.000  SY	   	     
0780	624.0100 Water   	   152.000  MGAL		
0790	625.0100 Topsoil   	   8,350.000  SY		
0800	627.0200 Mulching   	   600.000  SY	   	
0810	628.1104 Erosion Bales   	   30.000  EACH	     .	   
0820	628.1504 Silt Fence   	   750.000  LF		     .
	628.1520 Silt Fence  Maintenance 	   750.000  LF	     	     

#### Wisconsin Department of Transportation PAGE: 9 DATE: 09/29/15

#### SCHEDULE OF ITEMS

REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20151110012 1330-24-70 WISC 2015573 1330-24-71 N/A

CONTRACTOR : ITEM LINE DESCRIPTION NO | |628.1905 Mobilizations | 6.000 EACH 0840 | Erosion Control 628.1910 Mobilizations 0850 Emergency Erosion | 8.000 | Control | EACH Control |628.2006 Erosion Mat |628.7005 Inlet 0870 Protection Type A EACH | |628.7010 Inlet | 22.000| |EACH 0880 | Protection Type B |628.7015 Inlet 162.000 0890 Protection Type C | EACH | 628.7020 Inlet 17.000| |EACH 0900 Protection Type D |628.7504 Temporary Ditch | 95.000 |LF 0910 Checks |628.7570 Rock Bags | 20.000 | EACH 0920| |629.0210 Fertilizer Type | | 5.260| |CWT | 0930 B |630.0140 Seeding Mixture | 0940|No. 40 | 30.000 0940 No. 40 LB

## Wisconsin Department of Transportation PAGE: 10 DATE: 09/29/15

SCHEDULE OF ITEMS REVISED:

CONTRA	ACTOR :			
LINE NO	!	APPROX. QUANTITY	UNIT PRICE	BID AMOUNT
	 	AND UNITS	DOLLARS   CTS	DOLLARS CTS
	630.0200 Seeding  Temporary 	   60.000  LB		     .
0960	631.0300 Sod Water   	   171.000  MGAL		
0970	631.1000 Sod Lawn 	   6,850.000  SY	   	       .
0980	634.0616 Posts Wood  4x6-Inch X 16-FT 	   48.000  EACH	     	       .
0990	634.0618 Posts Wood  4x6-Inch X 18-FT 	   35.000  EACH		
	637.2210 Signs Type II  Reflective H 	   190.580  SF		     .
	637.2215 Signs Type II  Reflective H Folding 	   20.720  SF	   	     .
	637.2230 Signs Type II  Reflective F 	   150.000  SF	     .	   
	638.2102 Moving Signs  Type II 	   8.000  EACH		     .
	638.2602 Removing Signs  Type II 	   64.000  EACH	 	   
	638.3000 Removing Small  Sign Supports 	   60.000  EACH	     	     

# Wisconsin Department of Transportation PAGE: 11 DATE: 09/29/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20151110012

LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS
	642.5201 Field Office  Type C 	   1.000  EACH	   	
1070	643.0100 Traffic Control  (project) 01.  1330-24-70	   1.000  EACH		·
	643.0300 Traffic Control  Drums 	   21,187.000  DAY		   
1090	643.0410 Traffic Control  Barricades Type II 	   6,228.000  DAY	   	   
1100	643.0420 Traffic Control  Barricades Type III 	   3,581.000  DAY		
	643.0500 Traffic Control  Flexible Tubular Marker  Posts	   133.000  EACH		 
	643.0600 Traffic Control  Flexible Tubular Marker  Bases	   133.000  EACH		   
	643.0705 Traffic Control  Warning Lights Type A 	   8,825.000  DAY		   
	643.0715 Traffic Control  Warning Lights Type C 	906.000		
	643.0900 Traffic Control  Signs 	   12,903.000  DAY	   	

## Wisconsin Department of Transportation PAGE: 12 DATE: 09/29/15

SCHEDULE OF ITEMS REVISED:

CONTRACT:

LINE	!	APPROX.	UNIT PRICE		BID AM 	OUNT
NO	DESCRIPTION	QUANTITY     AND UNITS	DOLLARS	CTS	   DOLLARS	CTS
1160	643.0920 Traffic Control  Covering Signs Type II 	   8.000   EACH			   	
1170	643.1000 Traffic Control  Signs Fixed Message	   144.830   SF				
1180	643.1050 Traffic Control  Signs PCMS 				   	
1190	643.2000 Traffic Control  Detour (project) 01.  1330-24-70	1.000   EACH	·		   	
1200	643.3000 Traffic Control  Detour Signs	   35,304.000   DAY			   	
1210	644.1410.S Temporary  Pedestrian Surface  Asphalt	   1,600.000   SF			   	
	644.1601.S Temporary  Curb Ramp 	   12.000   EACH			   	
1230	646.0106 Pavement  Marking Epoxy 4-Inch 	   2,120.000   LF	00		   	
1240	646.0600 Removing  Pavement Markings 	2,200.000   LF			   	
1250	646.0841.S Pavement  Marking Grooved Wet  Reflective Contrast Tape  4-Inch	260.000		     		

# Wisconsin Department of Transportation PAGE: 13 DATE: 09/29/15

REVISED:

SCHEDULE OF ITEMS CONTRACT: ONTRACT: 20151110012

CONTR	ACTOR:			
LINE NO	ITEM   DESCRIPTION	APPROX.   QUANTITY     AND UNITS	UNIT PRICE	BID AMOUNT
1260	  646.0843.S Pavement  Marking Grooved Wet  Reflective Contrast Tape  8-Inch	   753.000	' 	DOBBARS   C15
1270	647.0456 Pavement  Marking Curb Epoxy 	280.000   LF		   
1280	647.0726 Pavement  Marking Diagonal Epoxy  12-Inch		 	     
1290	647.0856 Pavement  Marking Concrete  Corrugated Median Epoxy 	700.000   SF		     
1300	647.0955 Removing  Pavement Markings Arrows 	   4.000   EACH	·	     
1310	649.0400 Temporary  Pavement Marking  Removable Tape 4-Inch	   11,753.000  LF		     
1320	649.0801 Temporary  Pavement Marking  Removable Tape 8-Inch	   939.000  LF		       .
1330	649.1200 Temporary  Pavement Marking Stop  Line Removable Tape  18-Inch	   275.000  LF 		     
1340	649.1800 Temporary  Pavement Marking Arrows  Removable Tape	   19.000   EACH		       .
1350	650.4000 Construction  Staking Storm Sewer 	   138.000  EACH		     

## Wisconsin Department of Transportation PAGE: 14 DATE: 09/29/15

#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
1360	650.4500 Construction  Staking Subgrade 	   5,910.000  LF		
1370	650.5000 Construction  Staking Base 	   444.000  LF		
1380	650.5500 Construction  Staking Curb Gutter and  Curb & Gutter	   490.000  LF		     
1390	650.7000 Construction  Staking Concrete  Pavement	5,466.000		     
1400	650.8500 Construction  Staking Electrical  Installations (project)  01. 1330-24-70	  LUMP 	  LUMP 	
1410	650.9910 Construction  Staking Supplemental  Control (project) 01.  1330-24-70	LUMP	  LUMP 	     
1420	650.9920 Construction  Staking Slope Stakes 	5,910.000		     .
	652.0225 Conduit Rigid  Nonmetallic Schedule 40  2-Inch	   1,954.000  LF	   	     .
1440	652.0235 Conduit Rigid  Nonmetallic Schedule 40  3-Inch	   1,028.000  LF	       .	       .
	652.0800 Conduit Loop  Detector 	   1,534.000  LF		

## Wisconsin Department of Transportation PAGE: 15 DATE: 09/29/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20151110012

LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT	
	QUANTITY AND UNITS	I	DOLLARS CTS		
	653.0135 Pull Boxes  Steel 24x36-Inch	   6.000  EACH		   	
	653.0140 Pull Boxes  Steel 24x42-Inch	   13.000  EACH		   	
	653.0905 Removing Pull  Boxes 	   15.000  EACH	     .	   	
	654.0101 Concrete Bases  Type 1 	   4.000  EACH	   	     .	
	654.0102 Concrete Bases  Type 2 	   4.000  EACH			
1510	654.0217 Concrete  Control Cabinet Bases  Type 9 Special	   1.000  EACH			
	655.0230 Cable Traffic  Signal 5-14 AWG 	   145.000  LF		     	
	655.0240 Cable Traffic  Signal 7-14 AWG 	   195.000  LF		     	
	655.0260 Cable Traffic  Signal 12-14 AWG 	   881.000  LF		     	
	655.0270 Cable Traffic  Signal 15-14 AWG 	   544.000  LF		   	
	655.0320 Cable Type UF  2-10 AWG Grounded 	   605.000  LF			

## Wisconsin Department of Transportation PAGE: 16 DATE: 09/29/15

SCHEDULE OF ITEMS REVISED:

LINE	ITEM	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	   DOLLARS   CTS	DOLLARS CTS
1570	655.0515 Electrical Wire  Traffic Signals 10 AWG	940.000  LF	     	   
1580	655.0610 Electrical Wire  Lighting 12 AWG	   1,644.000   LF	   	   
	655.0625 Electrical Wire  Lighting 6 AWG	   6,299.000   LF	     	       .
	655.0700 Loop Detector  Lead In Cable	   3,465.000   LF	     	   
	655.0800 Loop Detector  Wire	   4,850.000   LF	     	   
	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. STH 83 & E MONROE AVE	  LUMP 	LUMP	
1630	657.0100 Pedestal Bases 	   4.000   EACH	     	   
	657.0255 Transformer  Bases Breakaway 11  1/2-Inch Bolt Circle	   4.000  EACH	     	       .
1650	657.0310 Poles Type 3   	   4.000  EACH	     	       .
	657.0425 Traffic Signal  Standards Aluminum 15-FT 	4.000   EACH	     	     .

## Wisconsin Department of Transportation PAGE: 17 DATE: 09/29/15

#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS		   DOLLARS  CTS
	657.0595 Trombone Arms  25-FT 	   4.000  EACH		   
1680	657.0614 Luminaire Arms  Single Member 4-Inch  Clamp 8-FT	   4.000  EACH	   	   
	658.0110 Traffic Signal  Face 3-12 Inch Vertical 	   5.000  EACH	   	   
	658.0120 Traffic Signal  Face 5-12 Inch Vertical 	   3.000  EACH	   	   
1710	658.0155 Traffic Signal  Face 3-12 Inch  Horizontal	   2.000  EACH	   	     .
1720	658.0165 Traffic Signal  Face 5-12 Inch  Horizontal	   2.000  EACH		
1730	658.0215 Backplates  Signal Face 3 Section  12-Inch	   6.000  EACH		
1740	658.0225 Backplates  Signal Face 5 Section  12-Inch	   6.000  EACH		     
1750	658.0416 Pedestrian  Signal Face 16-Inch 	   8.000  EACH		
	658.0500 Pedestrian Push  Buttons 	   8.000  EACH	     	     
	658.0600 Led Modules  12-Inch Red Ball 	   12.000  EACH		

## Wisconsin Department of Transportation PAGE: 18 DATE: 09/29/15

SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION 	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS	
	658.0605 Led Modules  12-Inch Yellow Ball 	   12.00  EACH	0		
1790	658.0610 Led Modules  12-Inch Green Ball 	   12.00  EACH	o	   	
	658.0620 Led Modules  12-Inch Yellow Arrow 	   6.00  EACH	) ) 	       .	
1810	658.0625 Led Modules  12-Inch Green Arrow	   6.00  EACH	)     .	       .	
	658.0635 Led Modules  Pedestrian Countdown  Timer 16-Inch	   8.00  EACH	)     .	       .	
1830	658.5069 Signal Mounting  Hardware (location) 01.  STH 83 & E MONROE AVE	  LUMP 	LUMP	       .	
1840	659.1125 Luminaires  Utility LED C	   4.00  EACH	   	       .	
1850	690.0150 Sawing Asphalt 	     5,325.00  LF	)     .	   	
1860	690.0250 Sawing Concrete 	   540.00  LF	o		
1870	715.0415 Incentive  Strength Concrete  Pavement	     1,292.00  DOL	1.00000	     1292.00	

## Wisconsin Department of Transportation PAGE: 19 DATE: 09/29/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20151110012

LINE NO	TITEM DESCRIPTION	!	PPROX.	UNIT PRICE	BID AMOUNT	
110	BISCRIFTION	! ~	D UNITS	I	DOLLARS CTS	
	ASP.1T0A On-the-Job  Training Apprentice at  \$5.00/HR	    HRS	1,800.000	3.00000	   5400.00	
	ASP.1T0G On-the-Job  Training Graduate at \$5.  00/HR	    HRS	1,500.000	   4.00000 	   6000.00	
	SPV.0035 Special 01.  BACKFILL SLURRY 	    CY	640.000	   	     .	
	SPV.0060 Special 01.  DECORATIVE LIGHT BASE 	    EACH	12.000			
	SPV.0060 Special 02.  REINSTALL DECORATIVE  STREET LIGHTING	    EACH	12.000	   		
1930	SPV.0060 Special 03.  ADJUSTING WATER VALVE  BOXES	    EACH	27.000			
	SPV.0060 Special 04.  ADJUSTING WATER MANHOLES 	    EACH	13.000			
	SPV.0060 Special 05.  GATE VALVE AND VALVE BOX  10-INCH	    EACH	9.000		     	
	SPV.0060 Special 06.  GATE VALVE AND VALVE BOX  8-INCH	    EACH	6.000		   	
1970	SPV.0060 Special 07.  REMOVE, SALVAGE, AND  RELOCATE HYDRANT	    EACH	2.000	     	     	
1980	SPV.0060 Special 08.  HYDRANT ASSEMBLY	       EACH	2.000		       .	

## Wisconsin Department of Transportation PAGE: 20 DATE: 09/29/15

#### SCHEDULE OF ITEMS

REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): ONTRACT: 20151110012 1330-24-70 WISC 2015573 1330-24-71 N/A

CONTRACTOR : APPROX. | UNIT PRICE | BID AMOUNT | QUANTITY |-----ITEM DESCRIPTION NO | AND UNITS | DOLLARS | CTS | DOLLARS | CTS |SPV.0060 Special 09. 1990 WATER SERVICE 7.000 EACH CORPORATION \_\_\_\_\_\_ |SPV.0060 Special 10. 8.000 EACH 2000 CURB STOP VALVE & BOX |SPV.0060 Special 11. 1.000 | |EACH | 2010 SANITARY SEWER MANHOLE 48-INCH \_\_\_\_\_ |SPV.0060 Special 12. | 1.000| |EACH | 2020 WATER SERVICE 2-INCH |SPV.0060 Special 13. | 2030|WATER SERVICE 1 1/4-INCH | EACH |SPV.0060 Special 14. 1.000 2040 WATER SERVICE 1-INCH EACH SPV.0060 Special 15. 4.000 2050 WATER SERVICE 3/4-INCH EACH |SPV.0060 Special 16. | 2060|ADJUSTING SANITARY 19.000| |EACH 2060 ADJUSTING SANITARY MANHOLES |SPV.0060 Special 17. | 2070|PAVEMENT MARKING GROOVED | 7.000 PREFORMED THERMOPLASTIC | EACH ARROWS TYPE 2 |SPV.0060 Special 18. 2080|PAVEMENT MARKING GROOVED | 6.000

PREFORMED THERMOPLASTIC | EACH

WORDS

## Wisconsin Department of Transportation PAGE: 21 DATE: 09/29/15

REVISED:

SCHEDULE OF ITEMS

CONTRACT: ONTRACT: 20151110012

LINE	!	!	PROX.	UNIT PR	BID AM	
NO	DESCRIPTION 				DOLLARS	CTS
	SPV.0060 Special 19.  SANITARY PLUGS	    EACH	2.000    		   	
	SPV.0060 Special 20.  DECORATIVE BENCH	    EACH	2.000			•
	SPV.0060 Special 21.  LITTER RECEPTACLE 	     EACH	2.000  		 	
	SPV.0075 Special 01.  CONSTRUCTION STAKING  SIDEWALK REST STRIPS AND  TRANSITION RAMPS	      HRS 	8.000   8.000  		     	
2130	SPV.0090 Special 01.  WATER MAIN DUCTILE IRON  10-INCH	    LF	  1,890.000 		   	·
2140	SPV.0090 Special 02.  WATER MAIN DUCTILE IRON  8-INCH	    LF	549.000  			
2150	SPV.0090 Special 03.  SANITARY SEWER MAIN PVC  8-INCH	    LF	456.000  			
2160	SPV.0090 Special 04.  PAVEMENT MARKING GROOVED  PREFORMED THERMOPLASTIC  CROSSWALK 6-INCH	    LF 	1,700.000    			
	SPV.0090 Special 05.  PAVEMENT MARKING GROOVED  PREFORMED THERMOPLASTIC  STOPLINE 18-INCH	    LF 	331.000    		     	
	SPV.0090 Special 06. REMOVING SANITARY PIPE	      LF	20.000		   	

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#### SCHEDULE OF ITEMS

REVISED:

	ACTOR :			
LINE NO	!	APPROX. QUANTITY AND UNITS	UNIT PRICE     DOLLARS   CTS	BID AMOUNT     DOLLARS  CTS
	SPV.0090 Special 07.  PAVEMENT MARKING GROOVED  PREFORMED THERMOPLASTIC  4-INCH, YELLOW	   2,874.000  LF	<u>-</u> 	
	SPV.0105 Special 01.  REMOVE TRAFFIC SIGNALS  STH 83 & E MONROE AVE	  LUMP 	  LUMP	
2210	SPV.0105 Special 02.  REMOVE LOOP DETECTION  WIRE & LEAD-IN CABLE	  LUMP 	  LUMP 	       .
	SPV.0105 Special 03.  INSTALL STATE FURNISHED  TRAFFIC SIGNAL CABINET  (STH 83 & E MONROE AVE)	    LUMP 	  LUMP 	       
2230	SPV.0105 Special 04.  CONCRETE PAVEMENT JOINT  LAYOUT	  LUMP 	    LUMP 	       .
2240	SPV.0105 Special 05.  SANITARY SEWER  ABANDONMENT	  LUMP 	  LUMP 	     
	SPV.0105 Special 06.  WATER MAIN ABANDONMENT	  LUMP 	    LUMP 	       .
2260	SPV.0180 Special 01.  CONCRETE PAVEMENT HES  7-INCH	   925.000  SY	     	       .
2270	SPV.0195 Special 01.  MANAGEMENT OF SOLID  WASTE	   613.000  TON	     	     
	   SECTION 0001 TOTAL			
	     TOTAL BID		   	

#### PLEASE ATTACH SCHEDULE OF ITEMS HERE