HIGHWAY WORK PROPOSAL

Proposal Number:

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

FEDERAL PROJECT ID **PROJECT DESCRIPTION** COUNTY STATE PROJECT ID **HIGHWAY** WISC 2015 660 Portage 6414-00-78 Village of Plover, Post Road **Business 51** Green Drive to Springville Drive Village of Plover, Post Road **Business 51** Portage 6414-00-88 Green Drive to Springville Drive **Local Utility**

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, \$ 100,000.00	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: December 8, 2015 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
November 30, 2016	NOT FOR BIDDING PORPOSES
Assigned Disadvantaged Business Enterprise Goal 7%	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) Notary Seal	(Bidder Title)		

For Department Use Only

Type of Work

Grading, concrete pavement, HMA pavement, base aggregate dense, concrete curb and gutter, traffic signals, storm sewer, sidewalk, signing, pavement marking, street lighting, sanitary sewer, and water main.

Notice of Award Dated Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 ExpressTM on-line bidding exchange at http://www.bidx.com/after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

(4) Interested parties can subscribe to the Bid ExpressTM on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

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

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 ExpediteTM software to enter a unit price for every item in the schedule of items.
 - 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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 ExpressTM 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 ExpediteTM 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 ExpediteTM 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 ExpediteTM 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 ExpediteTM generated schedule of items is not the same on each page.
 - The check code printed on the printout of the ExpediteTM 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 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 Comn	nission 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	Estimated Value

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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91.	Remove and Salvage Existing Traffic Signals, Business 51 and Chestnut Drive, Item SPV.0105.03; Business 51 and Roosevelt Drive, Item SPV.0105.04; Business 51 and Plover Springs Drive, Item SPV.0105.05.	. 101
92.	Transport Department Furnished Traffic Signal Monotube Equipment, Business 51 and Chestnut Drive, Item SPV.0105.06; Business 51 and Roosevelt Drive, Item SPV.0105.07; Business 51 and Plover Springs Drive, Item SPV.0105.08	. 103
93.	Temporary Vehicle Detection Business 51 and Chestnut Drive, Item SPV.0105.09; Business 51 and Roosevelt Drive, Item SPV.0105.10; Business 51 and Plover Springs Drive, Item SPV.0105.11.	. 104
94.	Concrete Pavement Joint Layout, Item SPV.0105.12	
95.	Water for Seeded Areas, Item SPV.0120.01	
96.	Stamped Colored Concrete 4-Inch, Item SPV.0165.01.	
97.	Concrete Cure and Seal Treatment, Item SPV.0165.02	
98.	Salvaged Brick Pavers, Item SPV.0165.03.	
99.	Preparing Topsoil for Lawn Type Turf, Item SPV.0180.01.	
100.	Infiltration Basin Soil Mix, Item SPV.0180.02.	

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 6414-00-78, Village of Plover, Post Road, Green Drive to Springville Drive, Business 51, and Project 6414-00-88, Village of Plover, Post Road, Green Drive to Springville Drive, Local Utility, Business 51, both projects located in Portage County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2016 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 (20150630)

2. Scope of Work.

The work under this contract shall consist of grading, concrete pavement, HMA pavement, base aggregate dense, concrete curb and gutter, traffic signals, storm sewer, sidewalk, signing, pavement marking, street lighting, sanitary sewer, and water main and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

The project is within the habitat of the Northern Long Eared Bat. The roosting season for bats in area trees is between March 31 and October 1. The bat is listed as a threatened species under the Endangered Species Act.

All tress to be removed with the project must be felled by the contractor before March 31, 2016. Removal of the felled trees and stumps can be done after March 31, 2016.

Work will not be allowed in areas that require the removal of standing trees after March 31, 2016.

If the required Clearing is not completed during the dormant period of the NLEB, any portion of the project requiring clearing will be suspended. This suspension will continue until United States Fish and Wildlife Service (USFWS) has been consulted and WisDOT has issued a 'Notice to Proceed'. Any fines, assessments or mitigation strategies from USFWS will be the responsibility of the contractor.

Place the lower layer of asphaltic pavements on side roads before the upper surface layer of asphaltic pavements are placed on the mainline adjacent to the side road.

Place the upper surface layer of asphaltic pavement on the side roads within seven calendar days after the upper surface layer of asphaltic pavement is placed on the mainline. (NCR 450.01-10052013)

4. Other Contracts.

The following projects will be under construction concurrently with the work under this contract. Coordinate trucking activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

Project 1166-06-80, Plainfield – Stevens Point, B-49-18, 19, 22, 23, IH 39, Portage County, Wisconsin and **Project 1166-08-73**, Plainfield – Stevens Point, Stanley Street Bridge B-49-29, 30, IH 39, Portage County, Wisconsin under a department contract. Work under this contract (scheduled LET date of January 12, 2016) will progress concurrently with the work under this contract. The work under this contract consists of reconstructing parapets, removing concrete deck overlay and placing new concrete overlay for Structures B-49-18, B-49-19, B-49-22, B-49-23, B-49-29 and B-49-30, and polymer overlay for Structures B-49-22 and B-49-23.

Project 6290-05-75, Stevens Point – Waupaca, Country Club Drive to Badger Avenue, USH 10, Portage County, Wisconsin under a department contract. Work under this contract (scheduled LET date of November 10, 2015) will progress concurrently with the work under this contract. The work under this contract consists of concrete pavement repair and replacement, curb and gutter repair, concrete sidewalk, and rehabilitation of Structure B-49-0024.

5. Traffic.

The project will be constructed in 4 stages while maintaining two lanes of through traffic on Business 51. Details of each stage are listed below.

Business 51 will be constructed one half at a time utilizing crossovers. The southern crossover will be located within the project limits while the northern crossover will be located outside the project limits. Certain construction activities will require a temporary one lane operation utilizing flaggers.

Access to businesses and residences will be provided and maintained at all times. Properties with multiple entrances onto Business 51 will have their entrances constructed on an open/close alternating basis. Properties with single entrances onto Business 51 will have their entrance either constructed one half at a time or a temporary base aggregate dense entrance constructed next to the existing entrance. Properties with alternate/additional access from a side street or alley shall use the alternate side street access while the entrances off of Business 51 are constructed.

The Wisconsin Central Railroad crosses Business 51 at Station 128+60 and the crossing will be improved by the railroad and coordinated during construction. A temporary short term (max. of 5 working days) detour route will be used during the closure of Business 51 for this work. The route will be located 1.25 miles east from Business 51 on I-39/USH 51 from CTH B to CTH HH. A WB-62 semi will be able to make turns for this detour route.

Detailed staging information is as follows:

General

Maintain a minimum of 1 - 11 foot travel lane in each direction at all times. There may be an occasional need to flag traffic down to 1 lane during storm sewer construction. This will only be allowed on a short term basis, during non-peak hours.

Place double yellow centerline for length of project during stages 2 and 3.

Delineators are required for length of project during stages 2 and 3. Gap at intersections and key driveways.

Provide 10 foot left turn lanes at major intersections (Chestnut Drive, School Drive, Roosevelt Drive and Plover Springs), no left turns allowed at minor intersections, except for police and or emergency vehicles.

Install temporary signals at current signalized intersections prior to any stage 1 construction. Existing signals at:

- Chestnut Drive
- Roosevelt Drive
- Plover Springs Drive

Alternate closing of intersections to allow for construction during stages 2 and 3.

- Maintain access at all times to Green Drive west side
- Green Drive/Willow Drive east side
- Chestnut Drive East can be closed short-term, as long as Willow Drive/Sumac Lane or Cedar Drive remain open.

- Chestnut Drive/Cedar Drive west side
- Sumac Lane/Cedar Drive/Pine Drive (keep at least 1 open at all times)
- School Drive/Roosevelt Drive east side. Maintain turning movements for buses to access school. Left turn lanes for southbound traffic at each.
- River Drive/Gilman Drive west side
- Plover Springs Drive west side and east side

Replacement of the commercial entrances as listed below shall be reconstructed, including concrete driveway apron within 48 hours of removal. Construct one-half at a time or provide temporary base aggregate entrance placed adjacent to the existing driveway or as directed by the engineer.

- Coordinate with the Plover Post Office during construction of their driveways Station 131+50 LT on Business 51 and Station 497+90 RT on Chestnut Drive.
 Only 1 of these driveways shall be closed at a time. Temporary employee parking will be located 2801 Chestnut Drive and coordinated with the engineer and village of Plover.
- Coordinate with the village of Plover Fire Department during construction of the fire station driveway at Station 146+90 to Station 148+10 RT.

Stage 1

In stage 1A, traffic on Business 51 northbound confined to single lane and remains 2 lanes for the southbound. In stage 1B, traffic will be confined to single lane in both directions to remove the medians and construct the crossovers for stages 2 and 3 at both ends of project. Stage 1C, traffic will be detoured for no more than one week to complete the new rail road crossing, constructed by others.

Install temporary signals using SDD span wire temporary traffic signals (at Chestnut Drive, Roosevelt Drive, and Plover Springs Drive), construction signs and temporary pavement marking.

Close all sidewalks to pedestrian and bike traffic on the east side of the northbound traffic, using SDD traffic control, sidewalk closure.

Construct temporary pavement widening on east side of Business 51 and in medians. Buildings removed. Grade/excavate to finished plan subgrade depth and width in these areas.

Construct the crossovers for both stages (2 and 3) at both ends of project.

Build new rail crossing on Business 51 at Station 128+60.

Slope temporary pavement towards Business 51 to utilize existing inlets. Replace castings on inlets with type S castings.

Build asphalt curb on outside of temporary asphalt.

Build an 8 foot wide temporary asphalt sidewalk abutting the asphalt curb, as shown in the plans.

Stage 2

Stage 2A, traffic will be utilizing existing northbound traffic lanes and temporary asphalt as a one-lane two-way operation, maintaining 11 foot traffic lanes in each direction, 10 foot left turn lanes located at select intersections and major driveway entrances. In Stage 2B, traffic will not change except at intersections not constructed in 2A.

Update construction staging signs and temporary pavement marking.

Merge the Business 51 northbound traffic to the outside existing northbound traffic lane and temporary asphalt. Merge and shift the southbound USH 51 traffic to the existing northbound inside lane and temporary asphalt.

Close all sidewalks to pedestrian and bike traffic on the west side of the southbound traffic. Open sidewalks to pedestrian and bike traffic on the east side of the northbound traffic utilizing existing and temporary facilities.

Construct the new southbound lanes of Business 51 and the west side of intersections.

Place high-early strength concrete with gaps to be used at select intersections and entrances.

Construct temporary asphalt ramps in medians at commercial driveways to maintain access.

Place temporary asphalt in medians at intersections for turn lanes in stage 3.

Stage 3

Stage 3A, traffic will be utilizing newly constructed southbound traffic lanes as one-lane two-way operation maintaining 12 foot traffic lanes in each direction. 10 foot left turn lanes located at select intersections and major entrances. In Stage 3B and 3C, traffic will not change except at intersections not constructed in 3A.

Update construction staging signs and temporary pavement marking.

Shift the Business 51 southbound traffic to the newly constructed outside southbound traffic lane. Merge and shift the northbound Business 51 traffic to the newly constructed southbound inside lane.

Close all sidewalks to pedestrian and bike traffic on the east side of the northbound traffic. The southbound lane sidewalk remains open to pedestrians.

Construct Business 51 northbound lanes and east side of intersections.

Place high-early strength concrete and gaps to be used at select intersections and entrances.

Construct gaps in the proposed median curb and gutter at driveway entrances. Wait to pour medians until the entire median can be constructed to avoid "cobbling" of curb and gutter.

Stage 4 General

Stage 4, traffic will operate on the outside of a single 12 foot travel lane, in each direction on opposite sides of median.

Update all construction staging signs.

All sidewalks are to remain open to pedestrians.

Merge the northbound traffic to the outside northbound lane. Merge the southbound traffic to the outside southbound lane.

Construct remainder of center medians on Business 51.

Complete installation of new traffic signals, street lighting, permanent signs and pavement marking.

6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying Business 51 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)

7. Public Convenience and Safety - Lane Closure Notification.

At least 14 days prior to the preconstruction meeting submit to the engineer for approval a schedule of closures necessary for completion of the contract. Identify general information including the construction activity requiring a closure, location of closure, type of closure, duration of closure, and times of closure.

All closures must be according to the contract unless approved by the engineer. Submit any changes to the traffic control plan or other traffic related requirements of the contract to the engineer for approval at a minimum of 14 calendar days prior to the closure.

Review the closure schedule with the engineer at the preconstruction meeting. Within five days after the meeting, the engineer will accept the contractor's initial schedule or request additional information. Provide additional information requested by the engineer within five days after the request. Provide the engineer with an updated closure schedule whenever changes are necessary.

Provide the engineer a detailed closure schedule weekly, by noon on Wednesday that covers planned closures for the following two weeks. Include detailed information on the construction activity, location, type, duration, and time of closures. Verify with the engineer that the closure is approved in the Wisconsin Lane Closure System prior to implementing the closure. Immediately notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Provide the minimum advance notification to the engineer for the following closures:

Shoulder closures	3 business days
Ramp closures	3 business days
Lane closures	3 business days
Local street closings	7 calendar days
System ramp closures	14 calendar days
Full freeway closures	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.

(NCR 107.12-10152014)

8. Utilities.

This contract comes under the provision of Administrative Rule Trans 220. 107-065 (20080501)

There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company. View these documents at the North Central Regional Office, in Wisconsin Rapids, during normal working hours.

Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.

When interpreting the term "working day" within the "Utilities" article of these special provisions (and only within this article), use the definition provided in Trans 220.03(20) of the Wisconsin Administrative Code rather than the definition provided in Section 101.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. 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. Unless specified otherwise in this article, provide this notice 14 to 16 calendar days in advance of when you anticipate the prior work being completed and provide a confirmation notice to the engineer and the utility 3 to 5 working days before the site will be ready for the utility work to begin its work.

AT&T Wisconsin (AT&T) has numerous Telco communication facilities existing within the project limits between Station 121+75.40 to Station 181+62.87.

AT&T construction work will be required to adjust, relocate and/or replace Telco facilities. All proposed communication duct adjustments are based on test hole borings completed by AT&T.

AT&T cable placement is scheduled to be done prior to the start of roadway construction. However, due to the limited amount of work space, other utility work coordination, available timeframes and to utilize the highway contractor's traffic control measures, all AT&T conduit and cable splicing work will require coordination during road construction, after the existing pavement is removed.

Where AT&T construction is required, please provide 10 business days advance notice.

Final AT&T communication manhole rim adjustments will need to be coordinated during roadway construction. A summary of specific proposed AT&T construction is provided below to adjust existing buried telephone ducts.

AT&T needs to maintain access to all communication manholes during construction for cabling purposes. A summary of proposed construction required to resolve all conflicts with existing AT&T conduit and communication manholes is provided below:

Existing AT&T Communication Manholes:

<u>Station</u> 124+72, 16' RT	Description of Conflicts Rebuild AT&T manhole during road construction.
131+66, 15' RT	Adjust AT&T manhole frame and cover at time of road construction to match proposed grade.
138+67, 35' RT	Adjust AT&T manhole frame and cover at time of road construction to match proposed grade.
147+15, 25' RT	Adjust AT&T manhole frame and cover at time of road construction to match proposed grade.
155+63, 37' RT	Adjust AT&T manhole frame and cover at time of road construction to match proposed grade.
162+37, 22' RT	Adjust AT&T manhole frame and cover at time of road construction to match proposed grade.
169+52, 9' RT	Adjust AT&T manhole frame and cover at time of road construction to match proposed grade.
176+63, 16' RT	Adjust AT&T manhole frame and cover at time of road construction to match proposed grade.

Prior to construction, AT&T will install a new fiber optic line beginning at the manhole at Station 124+72 RT, and heading south and crossing Business 51 at approximately Station 124+30, thence north under the proposed sidewalk, continuing west along the south side of Willow Drive and along the proposed new right-of-way. No conflicts are anticipated.

AT&T has an existing utility vault located at Station 124+72 RT and will be adjacent to storm sewer pipe P-4C. No conflicts are anticipated.

Prior to construction, AT&T will place a new buried cable from the utility manhole at Station 124+50 will be installed along the proposed new right-of-way, east along the south side of Willow Drive, crossing outside of the project limits, and then running along the north side of Willow Drive and back to the project. The existing AT&T underground and overhead lines will be retired in place. No conflicts are anticipated.

Prior to construction, AT&T will place a new buried cable crossing Business 51 at Station 126+00 and continuing west along Willow Drive, until crossing outside of the project limits. The existing AT&T underground and overhead crossings will be retired in place. No conflicts are anticipated.

AT&T has an existing underground cable that runs along the south side of Chestnut Drive and crosses Business 51 at approximately Station 131+90 which will be retired in place. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable crossing Business 51 at Station 134+50, running south along the west side of Business 51, turning to run along the north side of Chestnut Drive, and crossing Chestnut Drive at Station 497+50. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable running east along the north side of the new stormwater pond, at approximately Station 134+00 RT, from the existing cable and then running along the east side of the pond to cross Chestnut Drive outside of the project limits. The existing AT&T underground cable within the pond and crossing Chestnut Drive will be retired in place. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable running along the proposed right-of-way, from Station 134+50 to Sumac Lane and along the south side of Sumac Lane to a connection with the existing AT&T facilities outside of the project limits. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable and 125 feet of double 4-inch plastic conduits running east along the south side of Cedar Drive from the existing communication manhole to the existing pedestal at Station 31+. The existing three AT&T buried underground lines running along both sides of Cedar Drive and crossing at Station 31+60 will be retired in place. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable crossing Cedar Drive at Station 30+50 from the existing AT&T communication manhole to the proposed new right-of-way. The existing AT&T buried underground crossing in this location will be retired in place. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable crossing Business 51 at Station 139+50 and running west along the north side of Cedar Drive to a crossing outside of the project limits. The two existing AT&T buried underground lines that cross Business 51 and run along the north and south sides of Cedar Drive will be retired in place. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable running along the west side of the Business 51 right-of-way from Station 140+00 and then turning to run along the south side of River Road to outside of the project limits. The existing AT&T buried underground line along the east side of Business 51 that crosses at Station 142+90 and runs along the north side of River Road will be retired in place. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable running along the east and north sides of the new service entrance at River Road, then turning and running along the east side of the Business 51 right-of-way to a pedestal at Station 146+50, where it crosses

Business 51. The existing AT&T buried underground line will be retired in place. No conflicts are anticipated.

AT&T has an existing buried underground line from Station 146+50 to Station 169+75, but is not in conflict with proposed roadway work.

Prior to construction, AT&T will install a new buried cable running along the west side of the Business 51 right-of-way from Station 145+50 to a crossing at Station 152+50. The existing AT&T buried underground line which runs up to and along the south side of Gilman Drive will be retired in place to Station 43+50. No conflicts are anticipated.

Prior to construction, AT&T will place 17 feet of double 4-inch plastic, from the existing communication manhole at Station 147+15, 25' RT and east to the proposed right-of-way. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable from the crossing at Station 152+50, running along the east side of the Business 51 right-of-way to a crossing at Station 154+50 and along the north side of Gilman Drive to a crossing at Station 43+50. The existing AT&T buried underground crossing on Gilman Drive will be retired in place. No conflicts are anticipated.

During construction and prior to the installation of storm sewer pipe P-24 B, AT&T will verify the location of the existing communication vault and proximity to the proposed new storm sewer pipe P-24B. If the location of the AT&T vault conflicts with the proposed pipe, adjustments to storm sewer structure 24 should be made by the roadway contractor.

During construction, AT&T plans to install 50 feet of double 4-inch plastic conduits, from the existing communication manhole at Station 155+63, 37' RT and east to the proposed new right-of-way. No conflicts are anticipated.

AT&T has an existing buried underground concrete 9-multi duct package crossing Roosevelt Drive at Station 600+60.

During construction, AT&T will shift and relocated the 9-multi duct package crossing Roosevelt drive at Station 600+60. AT&T anticipates this work will take approximately two days.

Prior to construction, AT&T will install a new buried cable running along the north side of the driveway at Station 158+25 and along the west edge of the Business 51 right-of-way to the existing facility at Station 162+50. The existing AT&T buried underground line will be retired in place. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable crossing Business 51 at Station 159+15. The existing AT&T buried underground line will be retired in place. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable crossing Bea Jay Lane at Station 48+40, running along the north side of the right-of-way to Business 51 and running along the west side of the Business 51 right-of-way to Station 170+50. The existing AT&T buried underground line will be retired in place. No conflicts are anticipated.

Prior to construction, AT&T will install a new buried cable crossing Business 51 from the existing communication manhole at Station 169+75. The existing AT&T buried underground line will be retired in place. No conflicts are anticipated.

During construction, AT&T plans to install 27 feet of double 4-inch plastic conduits, from the existing communication manhole at Station 169+52, 9' RT and east to the proposed right-of-way. No conflicts are anticipated.

AT&T has an existing buried underground line from Station 170+50 to the end of the project which is not in conflict with any proposed roadway work.

AT&T has buried underground facilities and a communication manhole at Station 176+63, 16 feet RT which is not in conflict with any proposed roadway work.

During construction, and after Stage 1 temporary paving is completed, AT&T will install 10 4-inch plastic conduits, east out of the communication manhole at Station 176+63 RT and the proposed conduit will dead end approximately 2 feet off of the eastern edge of the proposed Business 51 right-of-way, at Station 177+00, 43.5' RT.

Prior to construction, AT&T will install a new buried cable running along the east side of Business 51 from Station 175+50 to Station 178+00, with a connection at Station 176+50, to the existing AT&T communication manhole. The existing AT&T buried underground line will be retired in place. No conflicts are anticipated.

The existing AT&T buried underground line along the west side of Business 51 from Station 177+50 to the end of the project limits will be retired in place. No conflicts are anticipated.

During construction, the existing AT&T communication manhole frames and covers will need to be adjusted. AT&T anticipates that each manhole adjustment will take approximately 1 half day to complete.

Charter Communications has overhead and buried underground facilities within the project limits, running jointly with the Wisconsin Public Service Corporation's (WPS) electric lines.

See the section for WPS for facility locations and conflicts.

Village of Plover has **sanitary sewer** and **water** facilities within the project area. Work on these facilities is being performed under this contract. See the relevant plan sheets for facility locations and required work.

Wisconsin Public Service Corporation (WPS) has the following electrical facilities in the project area:

Prior to construction, WPS will install new poles on the south side of Willow Drive at Station 19+00 and at Station 21+25, and install a buried electric line between. The existing WPS overhead line will be removed between the two poles. No conflicts are anticipated.

Prior to construction, WPS will remove the existing street light poles and connecting overhead lines at Station 127+45 RT, Station 128+85 LT, Station 130+30 LT, and Station 131+80 LT and RT. No conflicts are anticipated.

Prior to construction, WPS will install new poles on the south side of Chestnut Drive at Station 497+55 and Station 500+75. An overhead WPS line will be installed from the new pole at Station 497+55, running west off of the project and from the new pole at Station 500+75, running east off of the project. The existing WPS overhead line will be removed. No conflicts are anticipated.

Prior to construction, WPS will remove the existing overhead facilities between Station 132+00 and the north end of the project along Business 51. No conflicts are anticipated.

Prior to construction, WPS will install a new buried electric line in 4-inch conduit, running along the west side of Business 51, from a connection with an existing line at Station 138+00, to the north end of the project. No conflicts are anticipated.

Prior to construction, WPS will abandon the existing underground electric line between Station 137+50 and Station 139+00, running between the existing back of curb and the new proposed right-of-way. No conflicts are anticipated.

A new pole on the north side of Cedar Drive at Station 29+25 will be installed prior to construction. The existing pole will be removed and the overhead crossing of Business 51 will remain. No conflicts are anticipated.

Prior to construction, WPS will install a new junction enclosure and WPS pole on the south side of River Drive at Station 34+10 RT. WPS will remove the existing WPS pole and the existing WPS overhead line will be attached to the new pole. No conflicts are anticipated.

Prior to construction, WPS will remove the existing WPS overhead crossings to the east over Business 51 on the north and south sides of River Drive. No conflicts are anticipated.

Prior to construction, WPS will install a new buried electric line in 4-inch conduit, crossing Business 51 at Station 145+60. WPS will remove the existing WPS overhead crossings. No conflicts are anticipated.

Prior to construction, WPS will abandon the existing WPS underground electric line between the back of existing curb and the proposed new right-of-way, at Station 147+50 LT, Station 149+50 LT, and Station 151+25 LT. No conflicts are anticipated.

Prior to construction, WPS will install new junction enclosures at Station 149+50 LT and Station 152+40 LT, adjacent to the proposed new right-of-way. No conflicts are anticipated.

Prior to construction, WPS will install the new buried underground WPS electric line following the right-of-way and to cross Gilman Drive at Station 43+75 and avoiding the proposed new stormwater grit chambers. No conflicts are anticipated.

Prior to construction, WPS will install 1 new padmount transformer at Station 154+90 LT and a new buried WPS underground electric line in 4-inch conduit, crossing Business 51 at Station 154+90. No conflicts are anticipated.

Prior to construction, WPS will install two new WPS poles on the south side of Roosevelt Drive at Station 601+25 RT. The existing WPS overhead line crossing Roosevelt Drive and Business 51 will be removed. No conflicts are anticipated.

During construction, WPS will maintain service to the existing and temporary traffic signals at Roosevelt Drive until asked to remove and discontinue the service.

Prior to construction, WPS will install new overhead WPS poles along Business 51 at Station 156+50 LT, Station 158+10 LT, Station 158+40 RT, and Station 159+10 RT. WPS will also install a new buried WPS underground electric line between the two new poles. No conflicts are anticipated.

Prior to construction, WPS will install a new buried underground WPS electric line in 2-inch conduit, crossing Business 51 at Station 159+10 and WPS will remove the existing WPS overhead crossing at this location. No conflicts are anticipated.

Prior to construction, WPS will install a new overhead WPS pole at Station 161+00 LT and connect to an existing WPS overhead line going west off of the proposed new right-of-way and WPS will remove the existing WPS overhead crossing of Business 51 at this location. No conflicts are anticipated.

During construction, WPS will remove the existing buried WPS underground electric lines crossing Business 51 at Station 164+00 and Station 166+40. WPS anticipates that this work will take approximately 1 day to complete.

Prior to construction, WPS will install a new buried underground WPS electric line along the south side of Bea Jay Lane to Station 47+50 and WPS will remove the existing WPS overhead line in this location. No conflicts are anticipated.

Prior to construction, WPS will install a new overhead WPS line crossing Bea Jay Lane between the existing WPS poles at Station 47+90 and WPS will remove the existing overhead WPS crossing at this location. No conflicts are anticipated.

Prior to construction, WPS will install a new buried underground WPS electric line in 4-inch conduit, crossing Business 51 at Station 167+50 and install a new WPS overhead pole on the east side of Business 51 at this location. No conflicts are anticipated.

Prior to construction, WPS will install a new buried underground WPS electric line in 2-inch conduit, crossing Business 51 at Station 169+60 and WPS will remove the existing WPS overhead line crossing of Business 51 and abandon the existing WPS buried underground line to the proposed right-of-way at this location. No conflicts are anticipated.

Prior to construction, WPS will remove the existing WPS overhead line running along the south side of Plover Springs Drive and crossing Business 51 at Station 174+60. No conflicts are anticipated.

Prior to construction, WPS will install a new buried underground WPS electric line, crossing Plover Springs Drive at Station 703+00 and WPS will remove the existing WPS overhead crossing at this location. No conflicts are anticipated.

During construction and after the installation of the stormwater infiltration trench, WPS will install a new buried underground WPS electric line, running along the north side of Plover Springs Drive and crossing Business 51 at Station 175+60. WPS anticipates that this installation work will take approximately two days to complete.

Wisconsin Public Service Corporation (WPS) has the following gas facilities in the project area:

The existing buried WPS underground line crossing Green Drive at Station 15+90 is not in conflict.

Prior to construction, WPS will install a new buried underground WPS 4-inch gas line along the west edge of the Business 51 proposed new right-of-way, from Station 125+50 LT to Station 176+00 LT and WPS will abandon the existing underground WPS line in this location. No conflicts are anticipated.

Prior to construction, WPS will install a new buried underground WPS 2-inch gas line, crossing Business 51 at Station 131+50, and running along the south side of Chestnut Drive. No conflicts are anticipated.

Prior to construction, WPS will install a new buried underground WPS 2-inch gas line, running along the north side of the Chestnut Drive right-of-way from the project limits to Station 499+00 LT and WPS will remove the existing buried WPS underground line in this location. No conflicts are anticipated.

Prior to construction, WPS will install a new buried underground WPS gas line, running along the north side of Cedar Drive from the project limits to Station 29+25 LT and WPS will remove the existing buried WPS underground line in this location. No conflicts are anticipated.

Prior to construction, WPS will install a new buried WPS underground gas line, crossing Business 51 and running along River Drive, at Station 142+50 RT and WPS will remove the existing buried WPS underground line in this location. No conflicts are anticipated.

Prior to construction, WPS will install a new buried underground WPS 4-inch gas line, along the north side of Plover Springs Drive, from Station 700+50 LT to the end of the project limits. No conflicts are anticipated.

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

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

105-001 (20061009)

10. General Requirements for Sanitary Sewer and Water Main.

All sanitary sewer and water main construction shall be according to *Standard Specifications for Sewer and Water Construction in Wisconsin*, latest edition; hereinafter referred to as *Wisconsin Water and Sewer Specifications*. Modifications or clarifications made within this specification supersede the *Wisconsin Water and Sewer Specifications*. 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.

11. General Requirements for Electrical Work.

Amend standard spec 651.2, Materials, by adding the following paragraphs:

The approved products list is located at:

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

12. Requirements for Conduit Installation – Under Railroad Tracks.

Install conduit below the CN Railroad line as shown in the plans. Coordinate directly with the designated railroad contact as shown in these contract documents. Install all conduit according to the conditions required by CN Railroad. Refer to https://www.cn.ca/en/delivering-responsibly/safety/erailsafe/utility-installations. (Click on "Procedures for the US" and then "pipeline specifications.") Confirm all requirements with

CN Railroad prior to installing conduit. Efforts and materials required to conform with CN Railroad requirements shall be considered incidental to the conduit bid items.

13. Erosion Control.

Add the following to standard spec 107.20:

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

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

(NCR 107.03-10152014)

14. Notice to Contractor – Contamination Beyond Construction Limits.

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following site(s):

• Station 132+40 to Station 134+80 from 50 feet left of centerline to 80 feet left of centerline.

There is a potential for underground storage tanks to be present within the highway right-of-way at the following site(s):

• Station 134+05 to Station 135+25 from 40 feet right of centerline to 60 feet right of centerline.

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

The Hazardous Materials Report is available by contacting: Jeff Stewart, NC Region Project Manager, 1681 2nd Avenue South, Wisconsin Rapids, WI 54495, (715) 421-8376. (NCR 107.04-05312011)

15. Public Convenience and Safety.

Replace standard spec 107.8 (4) with the following:

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

Portage County Sheriff's Department Wisconsin State Patrol Plover Fire Department Plover Public Works Department Stevens Point Area Public School District Plover Post Office Stevens Point Post Office

The Portage County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor. (NCR 107.05-10152014)

16. Property Marks – Protecting and Restoring.

Replace standard spec107.11.3 (1) with the following:

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

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

17. Railroad Insurance and Coordination.

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin Central LTD.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central LTD.

Notify evidence of the required coverage, and duration to Jackie Macewicz at Manager Public Works, 1625 Depot St., Stevens Point, WI, 54481; TELEPHONE (715) 345-2503; FAX (715) 345-2534; email jackie.macewicz@cn.ca. Include the following information on the insurance document:

Project 6414-00-78 Route Name Business 51 (Post Road) Crossing No 281 493N Village of Plover Railroad Milepost MP 81.27

A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. Remove and replace the existing crossing and install new crossing signals and gates.

A.3 Names and addresses of Railroad Representatives for Consultation and Coordination

Contact Jackie Macewicz, Manager Public Works, 1625 Depot St., Stevens Point, WI, 54481; TELEPHONE (715) 345-2503; FAX (715) 345-2507; email jackie.macewicz@cn.ca for consultation on railroad requirements during construction.

Contact Mary Ellen Carmody, Audit Officer, Administration Service Center, 700 Pershing Street, Pontiac, MI 48340; TELEPHONE (248) 452-4705; FAX (248) 452-4972; email maryellen.carmody@cn.ca for flagging arrangements. Advise Ms. Carmody that the flagging services are to be billed at the rate for a public highway project.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

A.4 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 several weeks prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

A.5 Train Operation

Approximately zero passenger trains and six through freight trains operate weekly through the construction site. Through freight trains operate at up to 10 mph. There is one track crossing on Business 51.

A.6 Rail Security Awareness and Contractor Orientation

All employees of contractors who work on Canadian national properties are required to have minimum CN Safety and Security Awareness training. This training can be obtained through eRailSafe.com. If not done before, the contractor must contact CN Special Agent James Conroy at (708) 332-5947 or James.Conroy@cn.ca to be issued a vendor number prior to access the e-RailSafe website. This training is good for a period of two years.

- a. Contractor employees have been exempted from undergoing the background check portion of the eRailSafe.com process, but must take and pass the required Safety and Security Awareness exam portion.
- b. Exception: CN has exempted from this training those it classifies as "Delivery Persons". Delivery Persons include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

The security awareness and contractor orientation certification must be renewed for projects that will carry over beyond the two year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract

107-034 (20130615)

18. Environmental Protection - Dewatering.

Add the following to standard spec 107.18:

If dewatering is required, treat the water to remove suspended solids before allowing it to enter any waterway or wetland. Provide a settling basin, or other suitable means approved by the engineer, with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the wetland or waterway as provided in the standard specifications and these special provisions. Treatment practices may include the use of natural polyacrylamide such as chitosan, as approved by the engineer.

Conform to dewatering guidelines of WisDNR Storm Water Construction Technical Standards, Code #1061, "Dewatering". This document can be found at the WisDNR website: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html. Include dewatering plans in the Erosion Control Implementation Plan (ECIP) for the project.

Include the cost of all work and materials associated with water treatment and/or dewatering in the unit bid price for Watermain 6-Inch, Watermain 8-Inch, Watermain 12-Inch, Sanitary Sewer 8-Inch, Pressure Sanitary Sewer 6-Inch, and Sanitary Manhole. Work includes furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material, removal of the basin after completion of dewatering operations. (NCR 107.13-10152014)

19. Coordination with Businesses and Residents.

The contractor shall be responsible for the coordination of the contract and scheduling with the utility companies, Village of Plover personnel, and emergency services.

The contractor shall coordinate all utility tie-ins (water main and sanitary sewer) with the Village of Plover's Department of Public Works. The contractor shall be responsible for coordinating all service connections to existing services with individual property owners, or their plumbers.

The contractor shall be responsible for contacting and coordinating utility activities. All property owners shall be contacted 72 hours and again 24 hours in advance of an interruption in utility service. Water service may not be interrupted for a period exceeding 2 hours unless prior approval is obtained from the property owner. Only Village of Plover personnel shall operate live water main valves. The contractor shall give 24 hour notice to the Village when requesting valve operation.

The contractor shall be responsible for contacting and coordinating access needs of property owners. The contractor shall contact property owners in regard to the elimination of vehicular access for more than 12 consecutive hours. The property owner shall be contacted at least 48 hours in advance of such access closure.

The contractor shall arrange and conduct a weekly project update meeting with the contractor, department, engineer and Village of Plover.

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 a meeting one week prior to each traffic staging change. The contractor shall arrange for a suitable location for the meeting(s) that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). 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)

20. 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
$\leq 1500 \text{ tons}$	One test from production, load-out, or
	placement at the contractor's option ^[1]
> 1500 tons and ≤ 6000 tons	Two tests of the same type, either from
	production, load-out, or placement at
	the contractor's option ^[1]
$>$ 6000 tons and \leq 9000 tons	Three placement tests ^{[2][3]}

- 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 ^[1]
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 QC tests.
 - 2. Department QV tests.
 - 3. Department IA tests.
 - 4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

B.5 Contractor Testing

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

B.6 Test Methods

B.6.1 Gradation

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

Gradation	AASHTO T 27
Material finer than the No. 200 sieve.	AASHTO T 11

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

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

(1) Do not blend additional material on the roadbed to correct gradation problems.

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

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

(1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

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

B.8.3 Independent Assurance

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 - 1. Split sample testing.
 - 2. Proficiency sample testing.
 - 3. Witnessing sampling and testing.
 - 4. Test equipment calibration checks.
 - 5. Reviewing required worksheets and control charts.
 - 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

(1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.

- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2. 301-010 (20100709)

21. QMP Base Aggregate Dense 1 1/4-Inch Compaction, Item 371.1000.S.

A Description

- (1) This special provision modifies the compaction and density testing and documentation requirements of work done under the Base Aggregate Dense 1 1/4-Inch bid items. Conform to standard spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.
- Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.

- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes 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
- (4) This special provision applies to Base Aggregate Dense 1 1/4-Inch material placed on the mainline traveled way and adjacent mainline shoulders in accordance to the typical finished sections. Unless otherwise specified by the contract, all Base Aggregate Dense 1 1/4-Inch material placed on side roads, private and public entrances, ramps, tapers, turn lanes, and other locations not described as the mainline traveled way and its adjacent mainline shoulders is exempt from the compaction and density requirement modifications and testing contained within this special provision.

B (Vacant)

C Construction

C.1 General

(1) The engineer shall approve the grade prior to placement of the base. Approval of the grade shall be in accordance with applicable provisions of the Standard Specifications.

Add the following to standard spec 305.3.2.2:

(3) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0% of the material target density. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.

The material target density will be identified using one of the following methods:

- 1. For 1 1/4-Inch dense graded base composed of ≤20% reclaimed asphaltic pavement (RAP) or crushed concrete (RCA), as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve: maximum dry density in accordance with AASHTO T-180, Method D, with correction for coarse particles as determined by AASHTO T224, and modified to require determination of Bulk Specific Gravity (G_m) in accordance with AASHTO T 85. Bulk Specific Gravities determined in accordance with standard spec 106.3.4.2.2 for aggregate source approval may be utilized.
- 2. For 1 1/4-Inch dense graded base composed of >20% RAP or RCA, as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor may choose from the following options:
 - a. Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles as determined by AASHTO T224, and modified to require determination of Bulk Specific Gravity (G_m) in accordance with AASHTO T 85.

- b. Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content using Method D specified compaction, with correction for coarse particles as determined by AASHTO T224, and modified to require determination of Bulk Specific Gravity (G_m) in accordance with AASHTO T 85.
- c. Average of 10 random control strip wet density measurements as described in section C.2.5.1.
- (4) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a target density lot basis.
- (5) Field density tests on materials using contractor elected target density methods C.1(3).2.b or C.1(3).2.c will not be considered for lot acceptance on the basis of compaction under the requirements of this provisions until the moisture content of the in-place material is less than 2.0 percentage points above the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density tests representing a control strip, respectively.

C.2 Quality Management Program

C.2.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory 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 process that will be used, and action time frames.
 - 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
 - 4. Descriptions of stockpiling and hauling methods.
 - 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
 - 6. Location of the QC laboratory, retained sample storage, and other documentation

- 7. A summary of the locations and calculated quantities to be tested under this provision.
- 8. A description of placement methods and operations. Including, but not limited to: staging, construction of an initial working platform, lift thicknesses, and equipment.

C.2.2 Pre-Placement Meeting

A minimum of two weeks prior to the start of placement of Base Aggregate Dense 1 1/4-Inch material, hold a pre-placement meeting at a mutually agreed upon time and location. Present the Quality Control Plan at the meeting. Attendance at the pre-placement meeting is mandatory for the project superintendent, quality control manager, project inspection and testing staff, all appropriate contractor personnel involved in the sampling, testing, and quality control including subcontractors, and the engineer or designated representatives.

C.2.3 Personnel

- Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the Department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing.
- (2) If an ACT is performing sampling or testing, 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.

C.2.4 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at: http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm
- (3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.
- (4) For all target density methods, conform to ASTM D 6938 and CMM 8.15 for wet density testing and gauge monitoring methods.
- (5) For the specified target density determined using method C.1(3).1, compute the dry densities for the compacted dense graded base, composed of ≤20% RAP or RCA, according to ASTM D 6938.

- (6) For contractor elected target density method C.1(3).2.a compute dry densities of dense graded base composed of >20% RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value, for each Proctor produced under the requirements of C.2.5, using the moisture bias as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the five random tests is not required. Conduct a moisture bias test for every 9000 tons of Base Aggregate Dense 1 ½ -Inch placed. Determine natural moistures in the laboratory.
- Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position on the same date of placement of the Base Aggregate Dense 1 ¼-Inch material. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted direct transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches, but not to exceed the depth of the compacted layer being tested. Perform each test for 4 minutes of nuclear gauge count time.

C.2.5 Contractor Testing

- Perform compaction testing on the mainline dense graded base material, as defined by A.(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.3. Conform to CMM 8.15 for testing and gauge monitoring methods.
- (2) Select test sites randomly using ASTM Method D3665. Do not test less than 1 ½ feet from the unsupported edge of the dense graded base layer. Test sites must be located within the mainline traveled way or the traveled way's adjacent mainline shoulder.

C.2.5.1 Contractor Required Quality Control (QC) Testing

- (1) Conduct testing at a minimum frequency of one test per lot. A lot will consist of each 1500 tons for each layer with a minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed, regardless of the location of placement. Each lot of in-place mainline, as defined by A.(4), Base Aggregate Dense 1 1/4- Inch material compacted will be accepted when the lot field density meets the required minimum 93.0% of target density. Lots that don't achieve 93.0% of target density must be addressed and approved in accordance with C.2.7.
- (2) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective actions in accordance with C.2.7. Deliver documentation of all compaction testing results to the engineer at the time of testing.

C.2.5.1.1 Target Density Determination C.2.5.1.1.1 Density Control Strip Method

(1) For contractor elected target density method C.1(3).2.c, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel.

- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.
- (3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.
- (4) Construct additional control strips, at a minimum, when:
 - 1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip. A previously determined Proctor value will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
 - 2. The source of base aggregate changes.
 - 3. The four point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip. A previously determined Proctor value will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
 - 4. The layer thickness changes more than 2.0 inches.
 - 5. The percent target density exceeds 103.0% on two consecutive density measurements.
- (5) Construct control strips using equipments and methods representative of the operations to be used to place and compact the remaining 1 1/4–Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.
- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations, at least 1 ½ feet from the edge of the base. Subsequent density measurements will be taken at the same 3 locations.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take density measurements at the 3 marked locations. Continue compacting and testing until the increase in density measurements is less than 2.0 lb/ft³, or the density measurements begin to decrease.

(8) Upon completion of control strip compaction, take 10 randomly located density measurements within the limits of the control strip, at least 1 ½ feet from the edge of the base. The final measurements recorded at the 3 locations under article C.2.4.1.1.1(6) may be included as 3 of the 10 measurements. Average the 10 measurements to obtain the control strip target density and target moisture for use in contractor elected method C.1(3).2.c.

C.2.5.1.1.2 Maximum Wet and/or Dry Density Methods

- (1) For contractor elected target density methods C.1(3).2.a, C.1(3).2.b, and contractually specified target density method C.1(3).1; perform one gradation and 5-point Proctor test before placement of 1 1/4-Inch dense graded base. Perform additional gradations every 3000 tons. If sampling requirements are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.
- (2) Perform additional 5-point Proctor tests, at a minimum, when:
 - 1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to create a 5-point Proctor. Each 5-point Proctor test will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
 - 2. The source of base aggregate changes.
 - 3. The four point moving average percentage of blended recycled materials; from classification of material retained on the No. 4 sieve; in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip. A previously determined Proctor value will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test
 - 4. Percent target density exceeds 103.0% on two consecutive density tests.
- (3) Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.
- (4) Split each contractor QC Proctor sample and identify it according to CMM 8.30. Deliver the split to the engineer within one business day for department QV Proctor testing.

(5) Split each non-Proctor 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.

C.2.5.2 Optional Contractor Assurance (CA) Testing

- (1) CA Testing is optional and is conducted to further validate QC testing. The contractor may submit recorded CA data to provide additional information for the following:
 - 1. Process control decisions
 - 2. Troubleshooting possible sampling, splitting, or equipment problems.

C.2.6 Department Testing

C.2.6.1 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.

C.2.6.2 Quality Verification (QV) Testing

- (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 C.2.3 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 at the minimum frequency of 30% of the required gradation, density and Proctor contractor tests.
- (3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in section 2.6.2.(7).
- (4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will split each QV sample, test half for QV, and retain the remaining half for seven calendar days.
- (5) 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.

- (6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected C.1 (3).2.c target density method is used
- The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions in accordance with C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.2.6.3 Independent Assurance (IA)

- (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. 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 C.2.6.4.

C.2.6.4 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 shall review the data, examine data reduction and analysis methods, evaluate sampling and testing methods/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 project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, 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.2.7 Corrective Action

(1) Lots not achieving 93.0% of target density may be addressed and accepted for compaction in accordance with the requirements of this section. Unless otherwise stated, the actions taken to address an unacceptable lot must be applied to the entire lot.

Passing CA test results in accordance with section C.2.5.2 will reduce the limits of lot investigations and/or corrective actions.

- At no additional cost to the department, investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings in accordance with ASTM D 6938. For material composed of >20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.
- (3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods C.1(3).1, C.1(3).2.a, or C.1(3).2.b, or within 2.0 percentage points of the target moisture content for target density method C.1(3).2.c, and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, shall be, at no additional cost to the department, compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the Base Aggregate Dense 1 1/4–Inch, and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.
- (4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods C.1 (3).1, C.1 (3).2.a, or C.1 (3).2.b, or within 2.0 percentage points of the target moisture content for target density method C.1 (3).2.c, and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material or others to be completed and paid for as specified in standard spec 301.5, or may request, at no additional cost to the department, an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.

- 1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft³ in a lot continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft³, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.
- 2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds 93.0% of target density the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve 93.0% of target density, at no additional cost to the department, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.
- Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density methods C.1(3).1, C.1(3).2.a, or C.1(3).2.b; or in excess of 2.0 percentage points above or below the target moisture content for target density method C.1(3).2.c; shall receive contractor performed and documented corrective action; including additional density testing; at no additional cost to the department.
- (6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until 93.0% of target density is achieved, or an alternate compaction acceptance criteria is met in accordance with this section.
- (7) Field moisture contents of materials tested using contractor elected target density methods C.1(3).2.b or C.1(3).2.c cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density methods C.1(3).2.b or C.1(3).2.c will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

D Measurement

(1) The department will measure QMP Base Aggregate Dense 1 1/4-Inch Compaction by the ton acceptably completed. The measured tons of QMP Base Aggregate Dense 1 1/4-Inch Compaction equals the tons of Base Aggregate Dense 1 1/4-Inch, acceptably completed, regardless of placement location and density testing eligibility.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 371.1000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction TON

(2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing the aggregate under the Base Aggregate Dense 1 1/4-Inch bid item.

370-010 (20150630)

22. Base Aggregate Dense.

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

At least 80 percent, by count, of the number of particles of aggregate retained on the No. 4 and larger sieves, for dense aggregate base, shall have at least one fractured face. (NCR 305.01-10152014)

23. Protecting Concrete.

Add the following to standard spec 415.3.14:

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

The cost for providing the finisher(s), the necessary equipment, and materials shall be considered incidental to the contract unit price for each concrete item. (NCR 415.01-10152014)

24. Concrete Driveway.

Add the following to standard spec 416.3.2:

Contraction joints, if necessary, are required to be sawed. Saw contraction joints at least one-third the depth of the concrete driveway and approximately 1/8 inch wide. Perform the sawing as soon as possible after the concrete sets sufficiently to prevent raveling during sawing and before shrinkage cracking occurs.

(NCR 416.01-10152014)

25. Concrete Curb and Curb and Gutter.

Replace standard spec 601.3.4 (5) with the following:

Form contraction joints by sawing an induced plane of weakness at least 2 inches deep in the curb, gutter, or curb and gutter directly opposite all construction or contraction joints in adjoining concrete pavement and at the required spacing in curb, gutter, or curb and gutter adjoining asphaltic pavement. Space all joints between 6 feet and approximately 20 feet apart, as the engineer directs.

(NCR 601.01-10152014)

26. Concrete Sidewalk.

Replace standard spec 602.3.2.5(2) *with the following:*

Contraction joints shall be sawed at 6-foot intervals. (NCR 602.01-10152014)

27. Concrete Steps.

Add the following to standard spec 602.3.4:

With the exception of a 24-hour period immediately after the new concrete for the steps has been placed, provide access meeting the approval of the engineer while step reconstruction is taking place.

(NCR 602.02-10152014)

28. Manholes and Inlets.

Construct manholes and inlets according to standard spec 611 except as hereinafter modified:

Construct manholes and inlets using only precast or cast in place concrete masonry options. The brick masonry or concrete brick or block masonry options shall not be used.

Connecting storm sewer piping shall be measured from the center of the adjacent structure to the inside edge of the grit chamber structure, not to the center of grit chamber. (NCR 611.01-01182012)

29. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 611.8120.S Cover Plates Temporary Each

Payment is full compensation for furnishing, installing, and removing the cover plates; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

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

611-006 (20030820)

30. Pipe Grates, Item 611.9800.S.

A Description

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

B Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 611.9800.S Pipe Grates Each

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

31. 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.

Certification

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT612.0902.S.01Insulation Board Polystyrene 2-InchSY

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

32. Seeding Temporary.

Add the following to standard spec 630.3.3:

Apply Seeding Temporary separately from the application of other seed mixtures to ensure uniform application rates due to the varying seed sizes. (NCR 630.01-10152014)

33. Seeding.

Replace standard spec 630.3.3(1) with the following:

Sow seeds by method A only. (NCR 630.03-10152014)

34. Removing Signs Type II.

Replace standard spec 638.3.4 (2) with the following:

Aluminum Type II signs are the department's property. Return these signs palletized for handling with a forklift. Contact the NC Region Signing Lead Worker at (715) 421-8006 at least three business days in advance to coordinate the shipment and drop-off location. (NCR 638.01-04072015)

35. Field Facilities.

Add the following to standard spec 642.2.1(3):

Provide a water cooler to dispense the bottled drinking water.

Add the following to standard spec 642.3:

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

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

(NCR 642.02-10152014)

36. Traffic Control.

Add the following to standard spec 643.3.1:

Lighting devices shall be covered or rendered inoperative when not in use.

Provide the engineer, Portage County Sheriff's Department, and the State Patrol District Headquarters responsible for that county the current telephone number(s) the contractor or their representative can be contacted at all times in the event a safety hazard develops. Repair, replace or restore the damaged or disturbed traffic control devices within two hours from the time notified or made aware of the damaged or disturbed traffic control devices.

Do not park or store equipment, vehicles, or construction materials within 10 feet of the edge of the traffic lane of any roadway during non-working hours.

Utilize two-way radios, and/or additional flag persons, within lane closure areas and at public road intersections, in order to positively direct, control, and safeguard traffic through the work zone.

All contractor vehicles or equipment operating within the project limits shall be equipped with and have flashing yellow lights operating.

A third flag person is required at all moving construction operations involving milling, paving, and shouldering. The third flag person is required to be located at the area of the moving operation to safely guide traffic around the equipment and personnel working at the moving operation.

Promptly replace all state owned signs that are removed by the contractor due to interference with construction operations. At no time may stop signs be removed or moved without flag persons present.

(NCR 643.01-10152014)

37. Luminaires Utility LED A, Item 659.1115.

Replace standard spec 659.2, Materials, to read as follows:

Furnish Luminaires Utility LED A by American Electric Lighting.

Model:

ATB2-40B-LED-E70-MVOLT-R2-BF-NR-RFD178345

Fixture Description: ATB2 Series 90W LED 700mA Type 2 Distribution 4000K

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

A Description

This special provision describes conducting a crack and damage survey of the residences and business located Station 122+50 to Station 128+50 RT.

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

B (Vacant)

C Construction

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

The photographs shall be taken by a professional photographer capable of producing sharp, grain free, high-contrast colored pictures with good shadow details. The photographs shall be $3\frac{1}{2}$ inch by 5 inch color prints, glossy, and mounted in protective storage pages with clear slip-in pockets and clear background. Each sheet shall hold four prints. The back of each photograph shall contain the following information:

ID	
Building Location	
View looking	
Date	
Photographer	

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT999.1500.SCrack and Damage SurveyLS

Payment is full compensation for providing the before and after written reports, and for photographs or video. 999-010 (20130615)

39. Fertilizer for Lawn Type Turf, Item SPV.0030.01.

A Description

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

B Materials

Use fertilizers that are standard, commercial, packaged or bulk products, in granular or liquid form conforming to Wisconsin Statutes and the Wisconsin Administrative Code Chapter ATCP 40. Ensure that each container of packaged fertilizer is plainly marked with the analysis of the contents showing minimum percentages of total nitrogen, available phosphoric acid, and soluble potash. If furnishing the fertilizer in bulk, include an invoice with each shipment indicating the minimum percentages of total nitrogen, available phosphoric acid, and soluble potash in the contents.

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

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

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

Nitrogen,	not less than 22%
G ,	not less than 5%
Potash,	not less than 10%

C Construction

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

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

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

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

Conversion Factor = 41 / New Percentage of Components

D Measurement

The department will measure Fertilizer for Lawn Type Turf by the hundred pounds (CWT) acceptably completed, and it will be measured based on an application rate of 7 pounds per 1000 square feet. The department will not measure fertilizer used for the bid items under standard spec 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of CWT. of material incorporated by the ratio of the actual percentage of fertilizer components used to 41 percent for Fertilizer for Lawn Type Turf.

E Payment

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

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

Payment is full compensation for providing, hauling, placing, and incorporating the fertilizer into the soil. (NCR 629.01-10152014)

40. Flowable Fill Existing Pipe, Item SPV.0035.01.

A Description

This special provision furnishing and installing a cementitious slurry fill.

B Materials

Provide flowable fill meeting the following specifications: 200 pounds cement, 3300 pounds sand, and 310 pounds water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement, sand meeting the requirements of standard spec 501.2.5.3, and water meeting the requirements of standard spec 501.2.4.

Concrete conforming to standard spec 501 may be substituted for flowable fill upon written approval of the engineer.

C Construction

Completely fill the remaining storm sewer pipe with flowable fill. Seal both ends.

D Measurement

The department will measure Flowable Fill Existing Storm Pipe in volume by the cubic yard, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0035.01Flowable Fill Existing Storm PipeCY

Payment is full compensation for flowable fill material delivery and installation, preparing existing pipe for correct installation, excavation, backfill and compaction.

41. Grit Chamber, Type A, Item SPV.0060.01; Type C, Item SPV.0060.02; Type I, Item SPV.0060.03.

A Description

This special provision describes furnishing and installing grit chambers.

B Materials

Furnish precast 8 foot by 8 foot box culvert sections and end sections that when assembled will achieve the required length for grit chambers. Box culvert sections shall be constructed to meet AASHTO HS-25 loadings.

Furnish Type 304 stainless steel baffle plates to the dimensions shown in the plans.

All angle iron, mounting hardware, and baffles shall be Type 304 stainless steel.

Furnish concrete risers necessary to bring access castings to grade.

Outlet control TEE shall be 10"x10"x10" Ductile Iron with 3/8" Type 304 stainless steel plate with 6" orifice.

C Construction

Excavate native material to achieve grit chamber invert elevations shown on the plans and install 6 inches of 1-1/4" dense graded base course as bedding for the grit chamber. Install stainless steel baffles to the dimensions shown on the details. Install 12" (O.D.) outflow TEE with 6 inch orifice 24 inches below outlet invert and top of TEE. Perform construction according to standard spec 206, 501, and 504. Install temporary removable watertight plugs on all 6" Schedule 40 PVC infiltration trench outlets on all Grit Chamber Type I structures. Watertight plugs shall be installed so they are easily accessible from inside the grit chamber for removal by others at a later date.

D Measurement

The department will measure grit chambers Type A, Type C and Type I as an 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 0060.01	Grit Chamber Type A	Each
SPV 0060.02	Grit Chamber Type C	Each
SPV 0060.03	Grit Chamber Type I	Each

Item is to include furnishing and installing box culvert sections, stainless steel baffles, stainless steel angle iron, stainless steel mounting hardware, cast iron outlet control TEE, riser sections, and dense graded base course for grit chamber base.

Payment is full compensation for furnishing and placing all materials required for the complete grit chamber assembly and installation, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

42. Inlet Covers Type Special, Item SPV.0060.04.

A Description

This special provision describes furnishing and installing inlet covers type special on existing storm sewer structures.

B Materials

Furnish and use material conforming to the requirements of standard spec 611 and the detail drawing shown on the plans.

C Construction

Carefully remove the existing casting to avoid damage to the existing storm sewer structure. Remove rings, flat tops, and structure walls as required to install Inlet Covers Type Special on the existing storm structure to the required elevation. Backfill trenches according to standard spec 607.3.5.

D Measurement

The department will measure Inlet Covers Type Special as an each item, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Inlet Covers Type Special	Each

Payment is full compensation for removing the existing storm structure casting, adjusting or manipulating the existing storm structure as required for casting installation, excavation, backfilling, compacting, adjusting rings and mortar.

43. Manhole Diversion 6-Foot, Item SPV.0060.05; Manhole Diversion 8-Foot, Item SPV.0060.06.

A Description

This special provision describes furnishing necessary materials and the construction of manhole diversions for grit chambers.

B Materials

Furnish Grade A, A-FA, A-S, or A-T concrete and #4 rebar necessary to construct concrete weir and smooth flow line to the grit chamber piping.

C Construction

Drill and grout into base slab and side walls #4 bars at a 12 inch maximum spacing. Form concrete weir and flow line. Place concrete per standard spec 501.

D Measurement

The department will measure Manhole Diversion 6-Foot and Manhole Diversion 8-Foot 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 0060.05Manhole Diversion 6-FootEachSPV 0060.06Manhole Diversion 8-FootEach

Payment is full compensation for furnishing and placing all materials required constructing the diversion manholes. Both manholes and castings are paid separately.

44. Manhole 10-Foot Diameter, Item SPV.0060.07.

A Description

This work shall consist of constructing reinforced concrete manholes.

B Materials

The materials furnished and used in the work shall conform to standard spec 611.2.

C Construction

The construction methods employed in the work shall conform to standard spec 611.3.

D Measurement

The department will measure Manhole 10 as each individual special manhole, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.07Manhole 10-Foot DiameterEach

Payment is full compensation for furnishing and assembling all materials; for forming and placing of concrete.

45. Manhole Residential 24-Inch, Item SPV.0060.08.

A Description

This special provision describes furnishing all materials for constructing new private homeowner/business roof drains/basement sump pumps residential manholes.

B Materials

Use materials conforming to the requirements of the standard specifications for the class of material named and specified below.

Heavy Duty Frame and Cover......Standard spec 653 Concrete.....Standard spec 501

B.1 4-Inch, 6-Inch, and 8-Inch PVC Schedule 40, Temporary Pipe Cap and 4-Inch, 6-Inch, and 8-Inch Saddle Tee

Furnish 4-Inch, 6-Inch, and 8-Inch poly vinyl chloride pipe schedule 40 conforming to ASTM D1785 or ASTM D2665

B.2 24-Inch PVC Schedule 40

Furnish 24-Inch poly vinyl chloride pipe schedule 40 conforming to ASTM D1785.

B.3 PVC Pipe Solvent and Cleaner

Furnish poly vinyl chloride pipe solvent and cleaner application conforming to ASTM D2855.

C Construction

Construct residential manhole as shown in the plans. All pipe joints for 6-inch or 8-Inch pipe shall be glued. Pipe joints for 24-Inch pipe shall have rubber gaskets.

D Measurement

The department will measure Manhole Residential 24-Inch as each individual residential manhole, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.08Manhole Residential 24-InchEach

Payment is full compensation for providing all materials, including PVC pipe, fittings, caps, elbows, saddle tees, PVC pipe solvent and cleaner, cover and rim, concrete, concrete collar, and mortar and incidentals; for furnishing all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

46. Temporary Connection to Existing Storm Sewer Pipe, Item SPV.0060.09.

A Description

This special provision describes installing temporary pipe for connections between existing storm sewer pipe and newly installed storm sewer pipe during staged construction operations.

B Materials

Furnish a temporary flexible pipe that will allow a temporary connection between existing storm sewer pipe and new storm sewer pipe at different elevations and as shown in the plans. The temporary pipe size shall be large enough to allow the existing storm sewer pipe to fit inside the temporary pipe as shown in the plans.

The temporary pipe shall conform to AASHTO M294 Type S.

The Geotextile Fabric Type DF Schedule B shall be in conformance with standard spec 645.2.4.

C Construction

At the locations where temporary pipe for connections are designated, the existing storm sewer shall be removed to the limits shown in the plans.

Place the temporary pipe over the existing storm sewer pipe and inside the newly installed storm sewer pipe by means of slitting the ends of the pipe.

Wrap each end of the temporary pipe connection with geotextile fabric as shown in the plans to provide for a tight connection and to help eliminate erosion of soil into the new storm sewer system.

D Measurement

The department will measure Temporary Connection to Existing Storm Sewer Pipe by each location, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.09 Temporary Connection to Existing Storm Sewer Pipe Each

Payment is full compensation for sawing the existing pipe; furnishing and installing the temporary pipe, geotextile fabric, excavating and backfilling.

47. Temporary Connection to Storm Sewer Structure, Item SPV.0060.10.

A Description

This special provision describes furnishing all materials for the temporary connection of storm sewer pipe to the existing storm sewer.

B (Vacant)

C Construction

Penetrations into any existing storm sewer structures for the connection of the temporary storm sewer pipe shall be saw cut.

D Measurement

The department will measure Temporary Connection to Storm Sewer Structure by each location, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.10 Temporary Connection to Storm Sewer Structure Each

Payment is full compensation for providing Temporary Connection to Storm Sewer Structure.

48. Connection to Existing Inlets or Manholes, Item SPV.0060.11.

A Description

This special provision describes constructing the connection to existing inlets or manholes.

B Materials

Use materials conforming to the requirements for the class of material named and specified below:

Mortar 519.2.3

C Construction

Make a hole in the existing inlet or manhole large enough to make pipe connection. Make connections between new pipe and existing inlet or manhole as described in standard spec 611.3.2.

D Measurement

The department will measure Connection to Existing Inlets or Manholes as each individual unit, acceptably completed.

E Payment

The department will assess Connection to Existing Inlets or Manholes, as described above, under the following item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.11Connection to Existing Inlets or ManholesEach

Payment is full compensation for field verifying size of inlet or manhole, providing all material, inclusion of all masonry adequate for loading; for furnishing all excavating, backfilling, disposing of surplus material, removing of portion of existing inlet or manhole, and restoring the work site; except the department will pay for the culvert pipe separately.

49. Cleanout, Item SPV.0060.12.

A Description

This special provision describes furnishing and installing cleanouts.

B Materials

Furnish casting materials conforming to standard spec standard spec 611. Furnish washed rock material according to standard spec standard spec 310. Furnish polyvinyl chloride schedule 40 pipe and fittings conforming to ASTM D1785 or ASTM D2665. Furnish polyvinyl chloride pipe solvent and cleaner application conforming to ASTM D2855.

C Construction

Construct according to the plan details. Backfill trenches according to standard spec 607.3.5.

D Measurement

The department will measure Cleanout as an each item, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.12CleanoutEach

Payment is full compensation for pipe, fittings, washed rock, excavation, compaction, backfilling, casting adjustment, and casting.

50. 6-Inch PVC Plug, SPV.0060.13.

A Description

This special provision describes furnishing and installing polyvinyl chloride plugs.

B Materials

Furnish polyvinyl chloride schedule 40 fittings conforming to ASTM D1785 or ASTM D2665. Furnish polyvinyl chloride pipe solvent and cleaner application conforming to ASTM D2855

C Construction

Glue polyvinyl chloride plug to end of infiltration trench pipe. Install minimum 3-foot by 3-foot concrete thrust block or cast in place thrust block of equal square footage. Backfill trenches according to standard spec 607.3.5.

D Measurement

The department will measure 6-Inch PVC Plug as an each item, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.136-Inch PVC PlugEach

Payment is full compensation for PVC Plug, excavation, backfilling and compaction.

51. Pull Box Non-Conductive 24x42-Inch, Item SPV.0060.14.

A Description

This special provision describes furnishing and installing Pull Box Non-Conductive (size) shown on the plans.

B Materials

Furnish pull boxes, frames, and lids made of non-conductive material. Pull boxes, frames, and lids shall be suitable for Tier 15 loading as specified in ANSI/SCTE 77.

C Construction

Provide pull boxes, frames, and lids made of non-conductive materials. The contractor may extend Pull Box Non-Conductive (size) as the plan details show using the same material as the pull box. Saw extensions parallel to the extension ring. Secure extension to original box as shown in the plan details. Excavate, place coarse aggregate drain material, and backfill as the plan details show. Dispose of surplus or unsuitable materials as specified under standard spec 205.3.12. Use covers stamped with "Electric" for traffic signal and lighting pull boxes or "WISDOT COMMUNICATIONS" for communications pull boxes.

Provide one 24" length of #6 reinforcing steel to be driven vertically on the north side of the pull box.

D Measurement

The department will measure Pull Box Non-Conductive 24x42-Inch as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.14Pull Box Non-Conductive 24x42-InchEach

Payment for Pull Bon Non-Conductive (size) is full compensation for providing and installing pull boxes, frames, lids, aggregate, fasteners, reinforcing steel; conduit extensions less than 10 feet long including fittings; and for furnishing all excavating, backfilling and disposing of surplus material. The department will pay separately for engineer-directed pull box drain duct under the Conduit Rigid Nonmetallic bid items as specified in 652.5.

52. Salvage Lighting Unit, Item SPV.0060.15.

A Description

This special provision describes salvaging street lighting units from the project.

B (Vacant)

C Construction

Disconnect and salvage the complete lighting unit from the locations shown in the plans and/or as designated by the engineer.

Carefully stockpile the complete lighting unit at a location approved by the engineer. Place all equipment on blocks so as not to be in direct contact with the ground. Salvaged items shall be stored and protected from damage until ready for pick up by the Village of Plover. Any damage to the salvaged materials resulting from the removal and salvaging operations shall be repaired or replaced in-kind at the contractor's expense. Contact the Village of Plover Public Works Manager, Bill Konkol, (715) 345-5257, a minimum of two business days prior to materials being available for pick up.

This item includes coordination and incidentals necessary to remove or have removed by the Village of Plover: street signs and all accessories affixed to the lighting units.

D Measurement

The department will measure Salvage Lighting Unit as each individual lighting unit, acceptably salvaged.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.15Salvage Lighting UnitEach

Payment is full compensation for salvaging and storage of all existing lighting unit components.

53. Salvage Hydrant, Item SPV.0060.16.

A Description

This work shall consist of Salvage Hydrants.

B (Vacant)

C Construction

Remove hydrants in one piece at the connection to the hydrant lead. Cap or plug hydrant lead as shown on the plans. Transport and stockpile the salvaged hydrants to 300 Water Way, Plover, WI. Contact Matt Saloun at (715) 345-5254 to provide 48 hour advanced notice of delivery.

Replace any material damaged by the contractor at no expense to the department.

D Measurement

The department will measure Salvage Hydrant as each individual Salvage Hydrant, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.16 Salvage Hydrant Each

Payment is full compensation for excavating and removing the hydrant, cleaning and transporting and for replacing damaged material. The department will pay capping/plugging hydrant leads separately.

54. Removing Watermain Valve Box, Item SPV.0060.17.

A Description

This work shall consist of Removing Watermain Valve Boxes.

B (Vacant)

C Construction

Remove watermain valve box to five feet below finish grade. Dispose of removed valve boxes.

D Measurement

The department will measure Removing Watermain Valve Boxes as each individual item, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.17Removing Watermain Valve BoxEach

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring and disposal. The department will pay capping/plugging water main separately.

55. Abandoning Watermain Valve Box, Item SPV.0060.18.

A Description

Remove valve box.

B (Vacant)

C Construction

Remove watermain valve box to three feet below finish grade. Dispose of removed valve boxes. Fill remaining valve box with Class B bedding materials.

D Measurement

The department will measure Abandoning Watermain Valve Box as each individual item, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.18Abandoning Watermain Valve BoxEach

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

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

56. Plug Watermain Abandoned in Place, Item SPV.0060.19. Plug Sanitary Sewer Abandoned in Place, Item SPV.0060.20.

A Description

This special provision describes furnishing and installing a cap or plug for the purpose of abandoning existing water main.

B Materials

Furnish cap or concrete plug manufactured of materials specifically intended for use as a pipeline cap or plug and conforming to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

C Construction

Plug pipelines to be abandoned.

D Measurement

The department will measure Plug Watermain Abandoned in Place and Plug Sanitary Sewer Abandoned in Place regardless of size, as each individual plug, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.19Plug Watermain Abandoned in PlaceEachSPV.0060.20Plug Sanitary Sewer Abandoned in PlaceEach

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

57. Abandoning Water Service, Item SPV.0060.21.

A Description

This work shall consist of Abandoning Water Services.

B (Vacant)

C Construction

Abandon water service pipe, fittings and appurtenances and plug ends. Water service pipe shall be removed only as necessary to disconnect from the corporation stop. Collapse end of water service pipe to remain abandoned in place. Dispose of the removed pipe.

D Measurement

The department will measure Abandoning Water Service by each individual service, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.21Abandoning Water ServiceEach

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring and disposal. Closing of the corporation stop shall be included as an incidental cost to abandoning the water service.

58. Abandoning Sanitary Lateral, Item SPV.0060.22.

A Description

This work shall consist of Abandoning Sanitary Lateral.

B (Vacant)

C Construction

Abandon sewer pipe, fittings and appurtenances and plug ends. Sewer lateral pipe shall be removed only as necessary to disconnect from the sewer main. Dispose of the removed pipe.

D Measurement

The department will measure Abandoning Sanitary Lateral by each individual lateral, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.22Abandoning Sanitary LateralEach

Payment is full compensation for excavating, disconnecting, plugging, backfilling, and disposal.

59. Adjusting Watermain Valve Box, Item SPV.0060.23.

A Description

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

B (Vacant)

C Construction

Excavate around the existing watermain valve box as necessary. Remove top section of existing watermain valve box and install new top section. Rotate the valve box assembly

to position top at the required elevation. Furnish and install valve box extensions as necessary.

D Measurement

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

E Payment

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

ITEM NUMBER
SPV.0060.23DESCRIPTION
Adjusting Watermain Valve BoxUNIT
Each

Payment is full compensation for excavating, removing top section, installing new top section, and backfilling.

60. Hydrant, Item SPV.0060.24.

A Description

This special provision in conjunction with "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto, describes furnishing and installing a Hydrant.

B Materials

Fire hydrants furnished under these specifications shall conform to ANSI/AWWA C502-05 for dry barrel fire hydrants. Hydrants shall be Waterous "Pacer", Model WB-67 or Mueller Centurion 200 A-423; no substitutions will be considered for this item.

- 1. Traffic type hydrant with break-off coupling on standpipe and rod.
- 2. Equip hydrants with 6 in. inlet with mechanical joint connection.
- 3. One 4-1/2 in. pump nozzle.
- 4. Two 2-1/2 in. hose nozzles with National Standard threads.
- 5. 1-1/2 in. pentagonal operating nut opening counterclockwise.
- 6. Cover: Approximately 7-foot trench depth.
- 7. Additional Options: Color-Yellow.
- 8. Provide O-ring packing.
- 9. Provide drain pocket at the base of the hydrant with sufficient quantities of crushed stone or rock conforming to the requirements of ASTM C33, gradation No. 2, and construct as shown on file No. 38 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.
- 10. Protect hydrant during placement of stone to prevent chipping of paint finish.

Protect paint finish during construction – damaged paint will require sandblasting to bare metal, priming and repainting at contractor's expense.

C Construction

Construct hydrants in conformance with "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

D Measurement

The department will measure Hydrant 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.0060.24 Hydrant Each

Payment is full compensation for furnishing and installing all materials including hydrant, fittings and accessories, and furnishing and placing a gravel base and concrete support; excavation; installation and removal of sheeting and bracing; removal of water from the excavation; installation of fittings and accessories; backfilling and compacting excavation; joint restraint.

61. Watermain Gate Valve and Box 6-Inch, Item SPV.00060.25; Watermain Gate Valve and Box 8-Inch, Item SPV.00060.26; Watermain Gate Valve and Box 12-Inch, Item SPV.0060.27.

A Description

This work shall consist of furnishing and installing gate valves and valve boxes.

B Materials

Valves – Kennedy, Waterous, Mueller A 2360-20, No substitutes. Resilient wedge (AWWA C-515), Epoxy lined per AWWA C550, Stainless steel hardware.

Valve Boxes - Tyler, Mueller, East Jordon - American made, No substitutes. Cast iron valve boxes shall meet the requirements of Chapter 8.29.0 of the Standard Specifications. Contractor will furnish extension if required to meet existing surface or finished grades. 3 piece, screw type box with 5-14" shaft and no-tilt drop cover marked "Water".

C Construction

Install according to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addenda thereto, and the requirements of the bid item Watermain.

Provide sufficient quantities of crushed stone or rock conforming to the requirements of ASTM C33, Gradation No. 2 over and around the valve to prevent sand blockages of the valve bonnet and box.

The department will measure Watermain Gate Valve and Box (Inch)as each individual valve, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Watermain Gate Valve and Box 6-Inch	Each
SPV.0060.26	Watermain Gate Valve and Box 8-Inch	Each
SPV.0060.27	Watermain Gate Valve and Box 12-Inch	Each

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing gate valves, adjusting valve box height, for furnishing and installing bolts, nuts, and gaskets.

62. Watermain Coupling 6-Inch, Item SPV.0060.28; Watermain Coupling 12-Inch, Item SPV.0060.29; Watermain Bend 22-1/2 Degree 12-Inch, Item SPV.0060.30; Watermain Bend 45 Degree 12-Inch, Item SPV.0060.31; Watermain Tee 8 x 6-Inch, Item SPV.0060.32; Watermain Tee 12 x 6-Inch, Item SPV.0060.33; Watermain Tee 12 x 8-Inch, Item SPV.0060.34; Watermain Cross 12 x 8-Inch, Item SPV.0060.35.

A Description

This work shall consist of furnishing and installing watermain fittings of various sizes and type.

B Materials

Water main fittings shall be push on or mechanical joint (mechanical joint where tie rods are required) and shall meet the requirements of Chapter 8.22.0 of the Standard Specifications.

Compact style fittings per AWWA C153 are acceptable.

Cement lined per AWWA C104.

Cor-Blue T-bolt required for mechanical joint.

C Construction

Install according to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addenda thereto, and the requirements of the bid item Watermain.

The department will measure Watermain Coupling 6-Inch, Watermain Coupling 12-Inch, Watermain Bend 22-½ Degree 12-Inch, Watermain Bend 45 Degree 12-Inch, Watermain Tee 12 x 6-Inch, Watermain Tee 12 x 8-Inch, and Watermain Cross 12 x 8-Inch as each individual fitting, acceptably completed.

E Payment

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

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ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.28	Watermain Coupling 6-inch	Each
SPV.0060.29	Watermain Coupling 12-inch	Each
SPV.0060.30	Watermain Bend 22-1/2 Degree 12-Inch	Each
SPV.0060.31	Watermain Bend 45 Degree 12-Inch	Each
SPV.0060.32	Watermain Tee 8 x 6-Inch,	Each
SPV.0060.33	Watermain Tee 12 x 6-Inch,	Each
SPV.0060.34	Watermain Tee 12 x 8-inch	Each
SPV.0060.35	Watermain Cross 12 x 8-inch	Each

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing watermain fittings.

63. Watermain Tapping Sleeve 8 x 6-Inch, Item SPV.0060.36; Watermain Tapping Sleeve 12 x 6-Inch, Item SPV.0060.37.

A Description

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

B Materials

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

Tapping Sleeve shall be Smith Blair 665 or approved equal.

Mega Lugs required for all thrust restraints.

C Construction

Install according to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addenda thereto, and the requirements of the bid item Watermain.

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.36	Watermain Tapping Sleeve 8 x 6-Inch	Each
SPV.0060.37	Watermain Tapping Sleeve 12 x 6-Inch	Each

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

64. Cap Watermain to Remain in Service, Item SPV.0060.38.

A Description

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

B Materials

Furnish cap or concrete plug manufactured of materials specifically intended for use as a pipeline cap or plug and conforming to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

C Construction

Cap pipelines to remain in service conforming to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto...

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.38	Cap Watermain to Remain in Service	Each

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

65. Tracer Wire Access Box, Item SPV.0060.39.

A Description

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

B Materials

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

C Construction

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

D Measurement

The department will measure Tracer Wire Access Box as each individual tracer wire access box, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.39Tracer Wire Access BoxEach

Payment is full compensation for providing all materials, installing, connecting, and cleanup. Tracer wire is incidental to Sanitary Lateral 4-Inch.

66. Abandoning Sanitary Manhole, Item SPV.0060.40.

A Description

This work shall consist of Abandoning Sanitary Manhole in place.

B (Vacant)

C Construction

Remove manhole walls to three feet below finish grade. Fill manhole with Class B bedding materials. Salvage the casting and transport and stock pile the salvaged castings to 4496 Coolidge Avenue, Plover, WI. Contact Rich Boden at (715)345-5259 to provide 48 hour advanced notice of delivery.

D Measurement

The department will measure Abandoning Sanitary Manhole as each individual abandoned manhole, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.40Abandoning Sanitary ManholeEach

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, and for furnishing all labor, tools, equipment and incidentals necessary to complete the work, regardless of manhole size. The department will pay plugging sanitary sewers at the manhole separately.

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

67. Reconditioning Sanitary Manhole, Item SPV.0060.41.

A Description

Recondition existing manholes by replacing the adjusting rings and setting the manhole frame to the required elevation.

B Materials

All grade adjusting rings shall be injection molded-recycled HDPE as manufactured by LADTECH, Inc. Grade ring sealant shall be per manufacturer's recommendations. Grade rings shall have 27" inside diameter.

C Construction

Remove existing frame and adjusting rings, and install new rings to required elevation.

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, place a 6-foot straightedge over the centerline of each manhole frame parallel to the direction of traffic. Make a measurement at each side of the frame. Average the two measurements. 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, make the two measurements at each end of the straightedge. Average these two measurements. The same criteria for acceptance and payment as above shall apply.

A vertical change exceeding one foot in the elevation of a cover, or requiring removal of masonry beyond the shimming or grade adjustment device, is a reconstruction and will be paid as Reconstructing Sanitary Manhole.

D Measurement

The department will measure Reconditioning Sanitary Manhole as each individual unit, completed, regardless of frame size.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.41Reconditioning Sanitary ManholeEach

Payment is full compensation for providing all required materials, exclusive of frames, grates or lids; for removing casting and existing adjusting rings; for installing new adjusting rings, and reinstalling existing casting. New castings will be paid for separately.

68. Reconstructing Sanitary Manhole, Item SPV.0060.42.

A Description

This work shall consist of reconstructing sanitary manholes.

B Materials

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

All grade adjusting rings shall be injection molded-recycled HDPE as manufactured by LADTECH, Inc. Grade ring sealant shall be per manufacturer's recommendations. Grade rings shall have 27" inside diameter.

C Construction

Remove existing frame and adjusting rings. Remove manhole sections if necessary for grade adjustment. Install new manhole sections and grade adjustment rings to required elevation

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, place a 6-foot straightedge over the centerline of each manhole frame parallel to the direction of traffic. Make a measurement at each side of the frame. Average the two measurements. 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, make the two measurements at each end of the straightedge. Average these two measurements. The same criteria for acceptance and payment as above shall apply.

D Measurement

The department will measure Reconstructing Sanitary Manhole as each individual unit, completed, regardless of size.

E Payment

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

Payment is full compensation for providing all required materials, exclusive of frames, grates or lids; for removing casting and existing adjusting rings; for removing manhole sections; for installing new manhole sections and adjusting rings; and for reinstalling existing casting. New castings will be paid for separately.

69. Sanitary Manhole Casting, Item SPV.0060.43; Sanitary Manhole Item SPV.0200.01.

A Description

This work shall consist of furnishing and installing precast concrete sanitary manholes and sanitary manhole castings (for new manholes).

B Materials

Casting - Neenah Foundry R-1710 (R-1090), with non-rocking, type B lid having concealed pick holes. East Jordan Iron Works 1125Z frame with East Jordan Iron Works 1130 AGS gasketed cover, with "SANITARY" cast in top.

Cast Manhole Adjustment Rings - Neenah 1979-0035, for non-rocking lid. 2" rise only.

Manholes - Minimum diameter 48". 48" manholes shall have eccentric cone tops. Flat slab tops are not acceptable. Manholes shall be precast reinforced concrete meeting all other requirements of Chapter 8.39 of Standard Specifications.

Grade Rings - All adjusting rings shall be injection molded-recycled HDPE as manufactured by LADTECH, Inc. Grade ring sealant shall be per manufacturer's recommendations. Grade rings shall have 27" inside diameter.

Waterstops - PSX Boot manufactured by Press Seal Gasket Corporation, Cast-A-Seal 603 from Press Seal Gasket Corporation, or approved equal.

Base Section: reinforced concrete ASTM C-478.

Manhole steps: Neenah R-1982-F.

C Construction

Install manholes according to section 3.5 of the "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003 except as modified below:

Build manhole according to File Nos. 12, 13, and 15. Backfill manhole as specified for adjacent sewer.

Adjust rim elevation by grade rings only. No other material or objects are acceptable. Install a minimum of six inches and maximum of 12 inches of grade rings as per manufacturer's recommendations

Seal all joints between grade rings, between grade ring and manhole frame, and between grade ring and manhole structure with sealant per manufacturer's recommendations.

Set rim elevation to final road grade if final layer of pavement will be placed during the construction year.

Set rim elevation to binder grade if final layer of pavement will be placed sometime after the construction season.

Rim elevation may be set to binder grade and adjusted to final grade with cast adjustment ring.

D Measurement

The department will measure Sanitary Manhole Casting as each individual sanitary manhole casting, acceptably completed.

The department will measure Sanitary Manhole by the vertical foot acceptably completed, from the invert of the deepest sewer pipe to the bottom of the manhole casting.

E Payment

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

ITEM NUMBER
SPV.0060.43DESCRIPTION
Sanitary Manhole CastingUNIT
EachSPV.0200.01Sanitary ManholeVF

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

70. Sanitary Sewer Repair 12-Inch, Item SPV.0060.44.

A Description

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

B Materials

Unless otherwise noted on the plans, polyvinyl chloride pipe shall conform to the requirements of the latest revision of ASTM D3034, SDR 35 according to Chapter 8.10.0

of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.

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

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

C Construction

C.1 Installation

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

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

C.2 Excavation and Backfilling

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

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

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

Backfill Compaction:

- 1. Keep trench free of visible water during backfilling and compaction work.
 - Initial compacted lift shall be 2 ft.
- 2. Adjust actual thickness of each subsequent lift so entire lift compacted to specified compactive effort, 12-in. maximum thickness.
 - Consolidate excavated material backfill under roadways to a minimum 95 percent maximum density as determined by ASTM D1557, Method D.
 - Consolidate backfill by mechanical compaction.

C.3 Drainage and Dewatering

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

11. Protect adjacent properties from damage due to dewatering operation.

Dewatering:

- 1. Keep construction site free-draining.
- 2. Keep excavations free from water.
- 3. Maintain groundwater minimum of 12 in. below excavations.
- 4. Remove soil disturbed by pressure or flow of groundwater and replace with free-draining material.
- 5. Maintain dewatering systems to prevent uplifting of structures.

Protect water supply of adjacent property owners.

- 1. In the event of loss or contamination of private water supply, provide adequate supply of bulk and potable water to property owners affected by construction operations until such time as water table returns to normal level.
- 2. Obtain approval of installation and operation of temporary water supply from local health authorities and DNR, Private Water Supply Section.
- 3. If private water supply is unrestored upon completion of the project, provide affected property owners with new potable water supply.

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

C.4 Testing

- 1. Provide piping connections between section of line being tested and air supply, together with test pressure equipment, meters, pressure gauge, and other equipment, materials, and facilities necessary to make specified tests.
- 2. Provide bulkheads, blocking, bracing, or other temporary sectionalizing devices that may be required.
- 3. Remove temporary sectionalizing devices after test complete.
- 4. Provide necessary test plug/mandrel, cable, reeling equipment, and other materials necessary to perform deflection test.
- 5. Pipe section to be tested shall be clean and free of dirt, sand, water, or other foreign material.
- 6. Pipe section to be tested has had backfill placed and consolidated.

C.4.1 Deflection Testing

- 12. Provide cable at either end of test plug/mandrel to allow withdrawal if plug becomes stuck.
- 13. Test plastic sewer pipe in presence of Village.

- 14. Test according to sections 3.2.6(i)(4) and 3.2.6(j)(4) of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto except as modified as follows.
 - Deflection test PVC pipe immediately upon completion.
 - Sections not passing test shall be repaired and retested.
- 15. Test plugs shall be solids sleeve or cage type as shown on File No. 30 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto.
 - Device shall be identified as to the size and type of pipe for which it is intended to be used and outside diameter of device.
 - Identification shall be stamped on device or metal plate permanently attached thereto.
 - · Worn, damaged, or deformed test plugs not acceptable.

C.4.2 Leakage Testing

C.4.2.1 General

- 1. Pressure test sewer pipe in the presence of the Village.
- 2. Provide piping connections between section of line being tested and air supply, together with test pressure equipment, meters, pressure gauge, and other equipment, materials, and facilities necessary to make specified tests.
- 3. Provide bulkheads, blocking, bracing, or other temporary sectionalizing devices that may be required.
- 4. Remove temporary sectionalizing devices after the test is complete.
- 5. Plug pipe outlets with test plugs. Brace each plug securely to prevent blowouts during air test.
- 6. Add air slowly.
- 7. Pressurizing equipment shall include regulator set to avoid over-pressurizing and damaging line.
- 8. Make air tests from manhole to manhole unless approved by the engineer.
- 9. Test according to chapter 3.7.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto, except as modified below.
 - Test times shall be according to Table 6 of section 3.7.3 of SW specifications.
 - Length of laterals shall be included in determining minimum test time.
 - · Repair and retest sections that do not pass.

D Measurement

The department will measure Sanitary Sewer Repair 12-Inch by each location, 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.0060.44	Sanitary Sewer Repair 12-Inch	Each

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

71. Reconnect Sanitary Lateral, Item SPV.0060.45.

A Description

This work shall consist of Reconnecting Sanitary Lateral.

B (Vacant)

C Construction

Connect existing lateral to new sewer main or manhole.

D Measurement

The department will measure Reconnect Sanitary Lateral by each individual connection, 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.0060.45 Reconnect Sanitary Lateral Each

Payment is full compensation for providing all materials including pipe and fittings, excavating, and backfilling.

72. Repair Sanitary Lateral, Item SPV.0060.46.

A Description

This special provision describes modifying the existing lateral to improve grade deficiencies.

B (Vacant)

C Construction

Expose existing sanitary lateral. Raise sag in pipe elevation to obtain a consistent grade on the lateral. Install bedding to support pipe and backfill.

The department will measure Repair Sanitary Lateral by each individual location, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.46Repair Sanitary LateralEach

Payment is full compensation for excavating, raising pipe, for furnishing all bedding material, and for backfilling and compaction. Class B Bedding will be paid for separately.

73. Guard Post, Item SPV.0060.47.

A Description

This special provision describes installing Guard Posts.

B Materials

Steel pipe – 8" diameter. Concrete. #4 rebar.

C Construction

Excavate hole for concrete base. Pour 24" diameter concrete base. Install steel pipe and rebar. Fill pipe with concrete and cap top with 1 ½" rounded concrete. Backfill around base.

D Measurement

The department will measure Guard Post by each individual post, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.47Guard PostEach

Payment is full compensation for excavating; for furnishing and installing all materials including concrete, steel pipe, and rebar; and for backfilling and compaction.

74. Concrete Curb and Gutter 6-Inch Sloped 20-Inch Type G, Item SPV.0090.01; Concrete Curb and Gutter 6-Inch Sloped 20-Inch Type J, Item SPV.0090.02.

A Description

This special provision describes constructing concrete curb and concrete curb and gutter according to the details shown in the plans, the requirements of standard spec 601, and as hereinafter provided.

B Materials

Provide materials that conform to the requirements of standard spec 601.2.

C Construction

Construct according to the requirements of standard spec 601.3.

Replace standard spec 601.3.4 (5) with the following:

Form contraction joints by sawing an induced plane of weakness at least 2 inches deep in the curb, gutter, or curb and gutter directly opposite all construction or contraction joints in adjoining concrete pavement and at the required spacing in curb, gutter, or curb and gutter adjoining asphaltic pavement. Space all joints between 6 feet and approximately 20 feet apart, as the engineer directs.

Saw the joints to a minimum depth of one-third (D/3) of the depth of the curb and gutter at the flag line.

D Measurement

The department will measure Concrete Curb and Gutter 6-Inch Sloped 20-Inch Type G and Concrete Curb and Gutter 6-Inch Sloped 20-Inch Type J 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(s):

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Curb and Gutter 6-Inch Sloped 20-Inch Type G	LF
SPV.0090.02	Concrete Curb and Gutter 6-Inch Sloped 20-Inch Type J	LF

Payment is full compensation for furnishing all foundation excavation and preparation; providing all materials, including concrete, expansion joints, and reinforcement tie bars unless specified otherwise; placing, finishing, protecting; sawing joints; disposing of surplus excavation material, restoring the work site.

Curing and sealing is covered under item Curb and Gutter Cure and Seal Treatment, Item SPV.0090.

The department will adjust pay for crack repairs on as specified in standard spec 416.5.2 for ancillary concrete.

(NCR 601.03-10152014)

75. PVC Pipe 8-Inch, Item SPV.0090.03.

A Description

This special provision describes furnishing and installing new PVC pipe.

B Materials

Furnish polyvinyl chloride pipe schedule 40 conforming to ASTM D1785 or ASTM D2665

Furnish polyvinyl chloride pipe solvent and cleaner application conforming to ASTM D2855.

C Construction

Lay and maintain all pipe to the lines and grades shown on the plans.

Before lowering pipe into the trench and while suspended, the pipe shall be inspected for defects. Any defective, damaged, or unsound pipe shall be rejected and removed from the site.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Securely connect new PVC pipe to existing PVC pipe using solvent-cement joints.

Backfill trenches according to Standard spec 607.3.5.

D Measurement

The department will measure PVC Pipe (size), by the linear foot acceptably completed. This measurement equals the distance along the centerline of the pipe installed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.03 PVC Pipe 8-Inch LF

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

76. Schedule 40 PVC 6-Inch, Item SPV.0090.04.

A Description

This special provision describes furnishing and installing PVC pipe.

B Materials

Furnish poly vinyl chloride pipe schedule 40 conforming to ASTM D1785 or ASTM D2665. Furnish poly vinyl chloride pipe solvent and cleaner application conforming to ASTM D2855

C Construction

Lay and maintain all pipe and infiltration trench bottoms to the lines and grades shown on the plans.

Before lowering pipe into the trench and while suspended, the pipe shall be inspected for defects. Any defective, damaged, or unsound pipe shall be rejected and removed from the site.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Securely connect new PVC pipe together using solvent-cement joints or as directed by the engineer in the field.

Backfill trenches according to Standard spec 607.3.5.

D Measurement

The department will measure Schedule 40 PVC 6-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.04 Schedule 40 PVC 6-Inch LF

Payment is full compensation for Schedule 40 PVC 6-Inch, excavation, backfilling and compaction.

77. Schedule 40 PVC Perforated 6-Inch, Item SPV.0090.05.

A Description

This special provision describes furnishing and installing PVC pipe.

B Materials

Furnish poly vinyl chloride pipe schedule 40 conforming to ASTM D1785 or ASTM D2665. Furnish poly vinyl chloride pipe solvent and cleaner application conforming to ASTM D2855. Perforations shall be ½-inch in diameter, located in the lower half of the pipe, and have a maximum 12-inch spacing.

C Construction

Lay and maintain all pipe and infiltration trench bottoms to the lines and grades shown on the plans. Install required base aggregate open graded and geotextile fabric.

Before lowering pipe into the trench and while suspended, the pipe shall be inspected for defects. Any defective, damaged, or unsound pipe shall be rejected and removed from the site.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Securely connect new PVC pipe together using solvent-cement joints or as directed by the engineer in the field.

Backfill trenches according to standard spec 607.3.5.

D Measurement

The department will measure Schedule 40 PVC Perforated 6-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.05Schedule 40 PVC Perforated 6-InchLF

Payment is full compensation for Schedule 40 PVC Perforated 6-Inch, excavation for base aggregate open graded trench and pipe, backfilling and compaction.

78. Storm Sewer Pipe Reinforced Concrete Class IV Carrier Pipe 42-Inch, Item SPV.0090.06.

A Description

This special provision describes furnishing and installing storm sewer pipe reinforced concrete.

B Materials

Furnish pipe conforming to standard spec standard spec 608.

C Construction

Install pipe per standard spec standard spec 607.3 inside steel casing pipe.

D Measurement

The department will measure Storm Sewer Pipe Reinforced Concrete Class IV Carrier Pipe 42-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.06 Storm Sewer Pipe Reinforced Concrete Class IV LF

Carrier Pipe 42-Inch

Payment is full compensation for providing Storm Sewer Pipe Reinforced Concrete Class IV Carrier Pipe 42-Inch, installing it inside the steel casing pipe.

79. Steel Casing Pipe 66-Inch, Item SPV.0090.07.

A Description

This special provision describes furnishing and installing steel casing pipe.

B Materials

Furnish steel casing pipe conforming to Canadian National pipeline specification requirements as found at:

https://www.cn.ca/en/delivering-responsibly/safety/erailsafe/utility-installations. (Click on "Procedures for the US" and then "pipeline specifications.") Steel casing pipe shall have a nominal thickness of 0.938 inches and a minimum yield strength of 35,000 pounds per square inch.

C Construction

Install steel casing pipe by bore and jack methods to the lines and grades shown on the plans. Monitor the existing track elevations during installation to ensure the integrity of the existing railroad crossing. Excess drilling fluids shall be contained at entry or exit points until recycled and removed from the site.

Backfill trenches according to standard spec 607.3.5.

D Measurement

The department will measure Steel Casing Pipe 66-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.07Steel Casing Pipe 66-InchLF

Payment is full compensation for furnishing and installing Steel Casing Pipe 66-Inch by bore and jack methods, removing and disposing of all drilling fluid, excavation, backfill and compaction.

80. Concrete Curb and Gutter Cure and Seal Treatment, Item SPV.0090.08.

A Description

This special provision describes the treating of all newly constructed concrete curb and gutter with a surface cure and seal treatment.

B Materials

The treating material shall conform to ASTM C1315, ASTM C309 and ASSHTO M148 specifications and be produced by a manufacture on the approved list.

C Construction

Application rates for the treating material shall be according to the manufacture's specifications.

D Measurement

The department will measure Concrete Curb and Gutter Cure and Seal Treatment 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.0090.08	Concrete Curb and Gutter Cure and Seal Treatment	LF

Payment is full compensation for Concrete Curb and Gutter Cure and Seal Treatment.

81. Watermain 6-Inch, Item SPV.0090.09; Watermain 8-Inch, Item SPV.0090.10; Watermain 12-Inch, Item SPV.0090.11.

A Description

This work shall consist of excavating required trenches, furnishing and installing watermains and tracer wires and backfilling the trenches.

B Material

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

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

Pipe Joints - Joints for PVC pipe shall be elastomeric gasket type meeting ASTM F477 and assembly shall be per AWWA M23. At fittings, also restrain pipeline joints for the following length from fittings:

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

Joints for copper pipe shall be compression fitting type joints.

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

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

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

C Construction

- **C.1** Manipulation of existing valves required in order to construct work shall be performed by the Village of Plover Water Department only. Contact the Village of Plover Water Department at least 48 hours in advance to coordinate and schedule any required valve manipulation. Contact David Fritsch at (715) 345-5254.
- **C.1.1** Coordinate with Village of Plover regarding temporary water services as the Village will provide temporary water.
- **C.1.2** Install water main inside casing pipe according to file No 49 in the standard specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, dated December 22, 2003.

C.2 Performance Tests

C.2.1 Hydrostatic Pressure Test

- 1. After pipe and appurtenances have been constructed, perform a hydrostatic pressure test.
- 2. Necessary equipment include: test plugs, reaction blocking, hoses, pressure gauges, measuring devices, and hand pumps, to perform the work required in connection with the tests.
- 3. Slowly fill each test section with water, care being taken to expel all air from the pipes.
- 4. Tap the pipe, if necessary, at high points to vent the air.
- 5. Maintained at 150 P.S.I. for at least one hour.
- 6. Tighten leaks found at mechanical joints, until the leaking stops. Remove and replace any cracked or defective pipes, fittings, valves or joints discovered as a consequence of the pressure test with sound material, and the test shall be repeated until satisfactory.

C.2.2 Leakage Test

- 1. After the pipe has been subjected to the above pressure test, a leakage test as described herein shall be performed.
- 16. If water does not have to be added to the pipeline during the pressure test, to maintain 150 psi, the requirement for the leakage test may be waived. Necessary equipment includes: test plugs, reaction blocking, hoses, pressure gauges, measuring devices and hand pumps, to perform the work required in connection with the tests

- 17. The duration of each leakage test is two hours. C.1.a)(5).b.(4) The main pressure during the test is 150 P.S.I.
- 18. Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section thereof necessary to maintain the specified test pressure after the pipe has been filled with water and the air expelled.
- 19. The Village will approve the system of measuring this volume of water prior to commencement of the test.
- 20. The maximum leakage in gallons per hour is determined by the following equation:
 - $L = SD \times (P)^{1/2} = 133,200$
 - $L = \overline{\text{allowable leakage in gallons per hour S}} = \overline{\text{length of pipeline tested in feet}}$
 - D = nominal diameter of the pipe in inches P = test pressure in psig

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

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

- 22. In case the section under test contains joints of various diameters, the allowable leakage will be the sum of the computed leakage for each size of joint.
- 23. Should the test disclose leakage greater than that permitted, locate and repair the defective pipe until the leakage is within the specified allowance.

C.2.3 Continuity Test

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

C.2.4 Presentation of Test Results

- 2. At the conclusion of the Performance Tests, the village or village's representative will furnish a written report or the results of the tests.
- 3. The report will identify the specific type and length of pipe tested, the pressures, the duration of the test, the amount of leakage, etc.
- 24. The report will be signed by the contractor.

C.3 Disinfection of Complete Watermains

AWWA C-651 Standard for Disinfecting Watermains.

- 4. Clean the main prior to disinfection, except when using the tablet method.
- 25. Chlorinate main using one of the following forms of chlorine.
- 26. Liquid Chlorine in combination with a solution feed, vacuum operated chlorinator and a booster pump.

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

- 27. Calcium or Sodium Hypochlorite solution injected into the main with a chemical feed pump.
- 28. Calcium Hypochlorite tablets, 5 grams each containing approximately 65 percent available chlorine by weight.
- 29. Calcium Hypochlorite tablets may not be used on solvent-welded plastic or on screw-joint steel pipe.

C.4 Methods of Chlorine Application

C.4.1 Continuous Feed Method

- 5. Flow water from the existing distribution system at a constant, measured rate into the newly-laid pipeline.
- 30. Feed the chlorine dose at a constant, measured rate.
- 31. Proportion the two rates to deliver chlorine concentration at a minimum of 25 mg/l available chlorine. Fill the entire main is with chlorine solution.
- 32. Retain the chlorinated water in the main for at least 24 hours, Operate all valves and hydrants in the section treated to disinfect the appurtenances.
- 33. At the end of the 24 hour period, a 10 mg/l free chlorine residual throughout the length of the main is required.
- 34. If the initial disinfection fails to produce a free chlorine residual of 10 mg/l, rechlorinated the main with 25 mg/l available chlorine until a residual of 10 mg/l is obtained.

C.4.2 Slug Method

- 6. Flow water from the existing distribution system at a constant, measured rate into the newly laid pipeline.
- 35. Feed the chlorine dose at a constant, measured rate.
- 36. Proportion the two rates so that the chlorine concentration in the water entering the pipeline is maintained at no less than 100 mg/l.
- 37. Apply the chlorine continuously and for a sufficient period to develop a solid column or "slug" or chlorinated water that will, as it passes along the line, expose all interior surfaces to a chlorine concentration of at least 100 mg/l for at least 3 hours.
- 38. As the chlorinated water flows past tees and crosses, operate related valves and hydrants to disinfect appurtenances.

C.4.3 Tablet Method

- 7. During construction, place 5 gram calcium hypochlorite tablets in each section of pipe.
- 39. Place one such tablet in each hydrant, hydrant branch and other appurtenance.
- 40. The number of 5 gram tablets required for each pipe section to provide a dose of 25 mg/l shall be $0.0012 \ d^2L$ rounded to the next higher integer, where d is the inside pipe diameter, in inches, and L is the length of the pipe section, in feet.
- 41. The number of tablets required for various pipe diameters is as follows:

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

- 42. Attach the tablets with a food-grade adhesive.
- 43. Tablet adhesive only on the broadside attached to the surface of the pipe.
- 44. Attach all the tablets inside and at the top of the main, with approximately equal numbers of tablets at each end of a given pipe length.
- 45. If the tablets are attached before the pipe section is placed in the trench, mark their position on the section so it can be readily determined that the pipe is installed with the tablets at the top.
- 46. When installation has been completed, fill the main at a velocity no greater than 1 foot per second.
- 47. Take precautions to eliminate air pockets.
- 48. Chlorinate pipe for at least 24 hours.
- 49. If the water temperature is less than 41°F, chlorinate the pipe for at least 48 hours.
- 50. After the applicable retention period, flush the heavily chlorinated water from the main until chlorine concentration in the water leaving the main is no higher than 1 mg/l.
- 51. Direct discharge from the watermain to the ground or surface waters may not be allowable. A WPDES (Wisconsin Pollutant Discharge Eliminate System) general permit is required for discharges of chlorinated water out of hydrants or watermains.
- 52. WPDES general permits are available from the DNR area district wastewater engineer.
- 53. Following a satisfactorily observed chlorine residual and flushing, two successive sets of samples taken at 24 hour intervals, will be tested for bacteriological analysis.
- 54. Furnish a sampling tap consisting of a standard corporation cock installed in the main with a copper tube gooseneck assembly.
- 55. After sampling remove the gooseneck assembly and retained for future use.
- 56. Obtain one bacteriologically safe water sample from each location prior to the main being placed into service.
- 57. After disinfection has been completed open all valves and the facilities be placed in operation.

The department will measure Watermain (Size) by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.09	Watermain 6-Inch	LF
SPV.0090.10	Watermain 8-Inch	LF
SPV.0090.11	Watermain 12-Inch	LF

Payment is full compensation for all excavating, backfilling, dewatering, sheeting, shoring, removing existing watermain, for furnishing and installing watermains including installing watermain in casing pipe, pipe joints, tracer wire, bedding material, initial backfill, and all test procedures.

82. Water Service 1-Inch, Item SPV.0090.12; Water Service 2-Inch, Item SPV.0090.13.

A Description

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

B Materials

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

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

Water service curb stops shall according to AWWA C800 and ASTM B62 and shall be (size) Mueller H-15209 or Ford B44-444Q, B44-777Q with no substitutions.

Water service curb boxes shall be Mueller H10300 or Ford EM2-70-56, EM2-70-57 with no substitutions, threaded base and 1-1/4 in. upper section, plug style lid and the extended length shall be 7-feet, with stationary rods.

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

C Construction

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

Coordinate with Village of Plover regarding temporary water services as the Village will provide temporary water. Contact the Village of Plover Water Department at least 48 hours in advance to coordinate and schedule any water shut-offs. Contact David Fritsch at (715) 345-5254.

Water services shall be one piece with no coupling between corporation stop and curb stop.

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

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

Delete lead disc from section 5.5.15.

Delete section 5.5.20.

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

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

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

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

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

Install five feet of service beyond curb stop if service is not being connected to existing service.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.12	Water Service 1-Inch	LF
SPV.0090.13	Water Service 2-Inch	LF

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

83. Sanitary Sewer 8-Inch, Item SPV.0090.14.

A Description

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

B Materials

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

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

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

C Construction

C.1 Installation

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

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

C.2 Excavation and Backfilling

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

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

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

C.3 Backfill Compaction:

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

Initial compacted lift shall be 2 feet.

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

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

Consolidate backfill by mechanical compaction.

C.4 Testing

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

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

Remove temporary sectionalizing devices after test complete.

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

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

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

C.5 Deflection Testing

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

Test plastic sewer pipe in presence of village.

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

- 8. Deflection test PVC pipe immediately upon completion.
- 58. Sections not passing test shall be repaired and retested.

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

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

Identification shall be stamped on device or metal plate permanently attached thereto. Worn, damaged, or deformed test plugs not acceptable.

C.6 Leakage Testing

Pressure test sewer pipe in the presence of the Village.

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

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

Remove temporary sectionalizing devices after the test is complete.

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

Add air slowly.

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

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

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

- 9. Test times shall be according to Table 6 of section 3.7.3 of SW specifications.
- 59. Length of laterals shall be included in determining minimum test time.
- 60. Repair and retest sections that do not pass.

D Measurement

The department will measure Sanitary Sewer 8-Inch by the linear foot, measured between the centerline of manholes or to the terminus of the pipe, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.14 Sanitary Sewer 8-Inch LF

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

84. Sanitary Lateral 4-Inch, Item SPV.0090.15.

A Description

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

B Materials

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

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

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

C Construction

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

Construct lateral to property line and connect to existing lateral. If no existing lateral is present, permanently cap the end of lateral. The lateral shall terminate with a riser consisting of two 45 degree elbows, and a straight length of pipe sufficient to reach 4 feet

above the invert of the lateral, where the riser begins. The invert of the lateral, at the bottom of the riser, at its termination at the lot line, shall be 8 feet below the final grade.

Affix a locator wire to the lateral and run from the sewer main connection point to tracer wire access box located at the surface directly above the end of the lateral. Connect the locator wire to the tracer wire access box cover terminal. Set the cover of the tracer wire access box flush with the surface after final grading is completed.

D Measurement

The department will measure Sanitary Lateral 4-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.15Sanitary Lateral 4-InchLF

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

85. Pressure Sanitary Sewer 6-inch, Item SPV.0090.16.

A Description

This work shall consist of excavating required trenches and furnishing and installing sanitary sewer pressure pipe with restrained joints.

B Materials

B.1 Ductile Iron

ANSI A 21.51/AWWA C-151, asphaltic exterior coating, internal standard thickness cement lining and seal coating per ANSI A 21.41/AWWA C-104 and ANSI/NSF 61.

Thickness Class 52. Restrained joint: American Flex-Ring, Lock-Ring or Fast-Grip, Clow Super-Lok, U.S. Pipe TR Flex, Field Lok 350 Gasket or equivalent.

C Construction

Install ductile iron pipe according to Section 4.4.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003, including all Addendum thereto. Joint deflections shall not exceed those provided in Table 8 of "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, dated December 22, 2003.

D Measurement

The department will measure Pressure Sanitary Sewer 6-inch by the linear foot, center to center of manhole, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.16Pressure Sanitary Sewer 6-inchLF

Payment is full compensation for furnishing all excavating, backfilling, removing existing pipe, dewatering, sheeting, shoring, furnishing and installing pressure sewer and fittings, bedding material, and initial backfill.

86. Sanitary Sewer Televising, Item SPV.0090.17.

A Description

This work consists of televising newly installed sanitary sewers.

B Materials

Use a colored television camera designed for sewer televising use.

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

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

Use a 17 inch television monitor for viewing televised images.

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

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

Provide three copies of written report with photographs.

C Construction

C.1 Cleaning Methods

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

Protect the sewer pipe from damage during the cleaning operation.

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

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

Dispose of all removed materials on a daily basis.

C.2 Televising

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

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

Make measurements within 1/2 foot along the sewer route. Provide distance indication on videotape image.

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.17Sanitary Sewer TelevisingLF

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

87. Class B Bedding, Item SPV.0090.18.

A Description

This special provision describes furnishing and installing Class B Bedding as provided by these specifications.

B Materials

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

C Construction

It is not the intent of the project to utilize Class B Bedding at all utility locations. The engineer reserves the right to order additional excavation where suitable foundation conditions do not exist. When this condition arises, the excavation shall be carried to such

depths as directed by the engineer. The maximum width of the extra trench excavation shall be the outside of the proposed structure plus 2 feet, plus the amount necessary for sheeting or bracing. Mechanically compacted crushed stone and/or washed gravel (Class B Bedding) shall be installed to replace the excavated materials to sub-base grade.

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.18	Class B Bedding	LF

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

88. Casing Pipe 24-Inch, Item SPV.0090.19.

A Description

This special provision describes furnishing casing pipe and installing by boring and jacking techniques in the locations on the plans, as directed by the engineer, and as hereinafter provided.

B Materials

B.1 Steel Pipe

- (1) Casing pipe shall be steel pipe.
- Steel casing pipe shall be to ASTM A-53, Type E or S, or API-5-L, Grade B specifications, or equal.
- (3) Minimum yield strength of 35,000 psi.
- (4) Weld sections of pipe with a circumferential weld.
- (5) Minimum wall thickness:

Pipe Diameter (inches)	Wall Thickness (inches)
Under 14	0.188
14-16	0.262
18	0.312
20	0.344
22	0.375
24	0.406
26	0.438
38-30	0.489
32-48	0.500

C Construction

- (1) Meet water main construction methods for excavation at each end of the casing.
- (2) Submit for review the location and limits of boring pit, and the methods and equipment to be used.
- (3) Use borehole diameter that does not exceed maximum diameter of pipe.
- (4) Maintain precise grade and alignment.
- (5) Install 24-inch easing pipes using boring and jacking techniques.

D Measurement

The department will measure Casing Pipe (Inch) from end of casing to end of casing 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 NUMBERDESCRIPTIONUNITSPV.0090.19Casing Pipe 24-InchLF

Payment is full compensation for all excavating, backfilling, boring and jacking, dewatering, sheeting and shoring; for furnishing and installing casing pipe, bedding material, and initial backfill. The department will pay the water main pipe inside the casing separately.

89. Construction Staking Infiltration Basin, Item SPV.0105.01.

A Description

This special provision describes the contractor-performed construction staking required for the entire infiltration basin installation as shown on the plans, standard spec standard spec 650, and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Construction Staking Infiltration Basin as a lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.01 Construction Staking Infiltration Basin LS

Payment is full compensation for providing Construction Staking Infiltration Basin.

90. Construction Staking Infiltration Trench, Item SPV.0105.02.

A Description

This special provision describes the contractor-performed construction staking required for the entire infiltration trench component installations as shown on the plans, standard spec standard spec 650, and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Construction Staking Infiltration Trench as a 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.0105.02Construction Staking Infiltration TrenchLS

Payment is full compensation for providing Construction Staking Infiltration Trench.

91. Remove and Salvage Existing Traffic Signals, Business 51 and Chestnut Drive, Item SPV.0105.03; Business 51 and Roosevelt Drive, Item SPV.0105.04; Business 51 and Plover Springs Drive, Item SPV.0105.05.

A Description

This special provision describes removing and salvaging traffic signals according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Inventory the quantity and condition of the traffic signals, lighting equipment, and pull box frames and covers prior to removal. Provide the engineer and the department's North Central Region electrician with a copy of the inventory.

Notify the department's electrician at least three working days prior to the desired starting date for the removal of the traffic signals. The department's electrical unit will arrange for de-energizing the signals with the local electrical utility. The department's electrical unit will verify that the traffic signals have been de-energized and will then notify the engineer.

Remove and salvage the traffic signals and pull box frames and covers, following notification by the engineer to do so, in such a manner that they are not damaged.

If the traffic signal cabinet requires removal, contact the department's electrician at least three working days prior to the desired starting date for the cabinet removal. The department's electrical unit will be responsible for all work to remove the traffic signal cabinet and its internal modules.

Remove the traffic signal standards and poles from their concrete bases. Remove the attached transformer bases, trombone arms, and luminaire arms from the standards or poles. Access hand hole doors and hardware shall remain intact. Remove the pull box frames and covers from the corrugated pipe.

Notify the department's electrician at least three working days prior, to make arrangements for delivering the salvaged traffic signals to the region's electrical shop. No deliveries shall be made on Fridays.

Load, transport and unload the salvaged materials from the construction site to the designated location. Dispose of the underground cable, wires, and conduits properly.

Department's electrical contact information:

Department's electrician: Ken Radke, (715) 421-8007

Region's electrical shop: North Central Region Wisconsin Rapids Shop

2841 Industrial Avenue Wisconsin Rapids, WI 54495

D Measurement

The department will measure Remove and Salvage Existing Traffic Signals Business 51 and Chestnut Drive, Business 51 and Roosevelt Drive, and Business 51 and Plover Springs Drive 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	Remove and Salvage Existing Traffic Signals	LS
	Business 51 and Chestnut Drive	
SPV.0105.04	Remove and Salvage Existing Traffic Signals	LS
	Business 51 and Roosevelt Drive	
SPV.0105.05	Remove and Salvage Existing Traffic Signals	LS
	Business 51 and Plover Springs Drive	

Payment is full compensation for inventorying; disconnecting the wiring of the traffic signals; removing and disassembling the traffic signals; removing the pull box frames and covers; loading, transporting and unloading the salvaged traffic signal materials from the construction site to the designated location.

The removal of concrete bases will be paid for separately under the pertinent items provided in the contract.

(NCR 204.02-10152014)

92. Transport Department Furnished Traffic Signal Monotube Equipment, Business 51 and Chestnut Drive, Item SPV.0105.06; Business 51 and Roosevelt Drive, Item SPV.0105.07; Business 51 and Plover Springs Drive, Item SPV.0105.08.

A Description

This special provision describes the transporting of department furnished monotube materials according to standard spec 651 through standard spec 660, as shown on the plans, and as hereinafter provided.

B Materials

The department will furnish the traffic signal monotube materials to include the equipment listed in the plans, such as, poles, arms, luminaire arms, anchor bolts, and bolt templates.

C Construction

Contact North Central Region electrician Ken Radke, (715) 421-8007 at least five working days prior to make arrangements for picking up the department furnished materials. The pick up shall not be done on Fridays.

Load and transport the department furnished monotube materials, from the North Central Region Electrical Shop located at 2841 Industrial Avenue, Wisconsin Rapids, WI 54495, to the installation site.

Provide, assemble and install all other traffic signal and lighting materials at the specified location according to the pertinent provisions of the standard specifications and the plan details for each item

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

D Measurement

The department will measure Transport Department Furnished Traffic Signal Monotube Equipment (Location) as a single lump sum unit of work for each location, 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.0105.06	Transport Department Furnished Traffic Signal	LS
	Monotube Equipment, Business 51 and Chestnut Drive	
SPV.0105.07	Transport Department Furnished Traffic Signal	LS
	Monotube Equipment, Business 51 and Roosevelt Drive	
SPV.0105.08	Transport Department Furnished Traffic Signal	LS
	Monotube Equipment, Business 51 and Plover Springs	
	Drive	

Payment is full compensation for loading and transporting department furnished traffic signal monotube materials as listed in the plans.

93. Temporary Vehicle Detection Business 51 and Chestnut Drive, Item SPV.0105.09; Business 51 and Roosevelt Drive, Item SPV.0105.10; Business 51 and Plover Springs Drive, Item SPV.0105.11.

A Description

This special provision describes furnishing, installing, and maintaining vehicle detection systems at the temporary signalized intersection, in conjunction with temporary traffic signals. This work also includes maintaining existing detectors and using newly constructed detectors in conjunction with the temporary traffic signals.

B Materials

With prior approval of the engineer, select the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include, but are not limited to, temporary inductive loops, microwave detection, or video detection. Damage to new pavement for temporary detection loops will not be allowed.

The temporary vehicle detection system shall be considered part of the temporary traffic signals and is subject to the same maintenance and repair requirements as described in the Temporary Traffic Signal for Intersections (location) bid item.

Provide all necessary equipment for the approved method of temporary vehicle detection.

C Construction

Make all connections necessary to use existing loop detectors when required.

Make all temporary connections necessary to use newly constructed loop detectors when required. Do not use new signal conduit when using newly constructed loop detectors.

Use temporary vehicle detection in place of any existing loop detectors or newly constructed loop detectors that are inoperable or if desired.

D Measurement

The department will measure Temporary Vehicle Detection (Location), demonstrated, furnished, installed, and completely operational, as a single complete unit of work per intersection, complete in place and accepted

E Payment

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

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ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.09	Temporary Vehicle Detection, Business 51 and	LS
	Chestnut Drive	
SPV.0105.10	Temporary Vehicle Detection, Business 51 and	LS
	Roosevelt Drive	
SPV.0105.11	Temporary Vehicle Detection, Business 51 and	LS
	Plover Springs Drive	

Payment is full compensation for demonstrating and selecting the vehicle detector technology; furnishing and installing the equipment including all required materials and supplies; cleaning up and properly disposing of waste; using existing or newly constructed loop detectors.

94. Concrete Pavement Joint Layout, Item SPV.0105.12.

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 pacing 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 markings, acceptably completed under the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.12	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

95. Water for Seeded Areas, Item SPV.0120.01.

A Description

This special provision describes furnishing, hauling and applying water to seeded areas.

B Materials

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

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

C Construction

Water the seeded area according to standard spec 624 except as hereinafter provided.

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

D Measurement

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

E Payment

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

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

Payment is full compensation for furnishing, hauling, and applying the water. (NCR 630.04-10152014)

96. Stamped Colored Concrete 4-Inch, Item SPV.0165.01.

A Description

This special provision describes furnishing and installing Stamped Colored Concrete Sidewalk 4-Inch to the grades, thickness and location as shown in the plan, according to the pertinent requirements of standard spec 602 and as hereinafter provided.

B Materials

Furnish Stamped Colored Concrete that is according to the pertinent requirements of standard spec 602.2 and the additional following requirements:

Federal Color 30051 "Leather Brown" Stamped Pattern – Brick

B.1 Trial Batch

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Produce a test panel to demonstrate the typical texture, surface finish, stamp pattern, color, and color intensity. Notify the engineer seven days in advance by providing the dates and times for test panel construction.

At an engineer-determined location on the project, place and finish a 10-foot by 10-foot by 4-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures. Produce a test panel using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in the test panel for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch size greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color and finish. Upon acceptance, the test panel will act as the visual quality standard for finished work. Remove the test panel as directed by the engineer.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

C Construction

Construct colored concrete according to standard spec 416 and the standard special provision for QMP Concrete Ancillary and as herein provided.

C.1 Placement

Produce colored concrete in full cubic yard increments.

Produce consistent colored concrete mixes. Once colored concrete placement has started, the engineer will not allow variations in the amounts, types, or source of materials with the exception of minor adjustments of water and air-entraining agent as necessary. Other changes require the contractor to repeat the mix approval process.

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecasted within 24 hours.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as the engineer directs.

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction. Stamping of colored concrete shall match the pattern of the existing adjacent stamped colored concrete.

Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after placement.

D Measurement

The department will measure Stamped Colored Concrete 4-Inch by the square foot, acceptable completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.01Stamped Colored Concrete 4-InchSF

Payment is full compensation for Stamped Pattern Colored Concrete; for preparing the foundation, unless provided otherwise; for developing mix designs and providing the sample test panel; for furnishing materials (including concrete masonry, colored pigments, expansion materials, joint and bond breakers, and retarders), hauling, preparing, placing, stamping, and protecting the concrete; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars.

97. Concrete Cure and Seal Treatment, Item SPV.0165.02.

A Description

This special provision describes the treating of all newly constructed concrete sidewalk, colored and stamped concrete, corrugated medians, slope island noses, pedestrian safety islands and driveway with a surface cure and seal treatment.

B Materials

The treating material shall be clear and conform to ASTM C1315, ASTM C309 and ASSHTO M148 specifications and be produced by a manufacture on the approved list for Cure and Seal Compounds for Non-Trafficked Surfaces on Structural Masonry.

C Construction

Application rates for the treating material shall be according to the manufacture's specifications.

D Measurement

The department will measure Concrete Cure and Seal Treatment 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 NUMBERDESCRIPTIONUNITSPV.0165.02Concrete Cure and Seal TreatmentSF

Payment is full compensation for providing Concrete Cure and Seal Treatment.

98. Salvaged Brick Pavers, Item SPV.0165.03.

A Description

This special provision describes the salvage and return of all brick pavers.

B (Vacant)

C Construction

Return brick pavers to the Village of Plover loaded and secured on pallets to the Village of Plover Public Works Department:

2801 Chestnut Drive Plover, WI

Contact Bill Konkol, Village of Plover Public Works Manager, to coordinate drop off of the above materials at (715) 345-5257.

D Measurement

The department will measure Salvaged Brick Pavers, acceptably completed in area by the square foot, as measured in the field in place before removal.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.03Salvaged Brick PaversSF

Payment is full compensation for removing and delivering Salvaged Brick Pavers, including the pallets and banding, wrapping or other means to secure the brick pavers to the pallet.

99. Preparing Topsoil for Lawn Type Turf, Item SPV.0180.01.

A Description

This special provision describes preparing the bed of topsoil or salvaged topsoil, for seeding or placing sod.

B (Vacant)

C Construction

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

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

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

Shape the topsoil so that the horizontal or sloped surface between any two points ten feet apart does not vary by more than one inch. Roll with a turf type roller to a uniform minimum compacted depth of [4 or 6] inches.

Shape and compact the topsoil adjacent to pavements, sidewalks and curbs to 1 inch below the top of the abutting surface. Before seeding, correct locations that vary by more than 1/4-inch

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0180.01 Preparing Topsoil for Lawn Type Turf SY

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

(NCR 625.01-07162013)

100. Infiltration Basin Soil Mix, Item SPV.0180.02.

A Description

This special provision describes preparing the infiltration basis soil mix.

B Materials

Supply a 6-inch engineered soil mix consisting of compost and topsoil. The 3-inch compost component of the engineered soil mix shall conform to Wisconsin Department of Natural Resources specification for S100 compost. The 3-inch topsoil component of the engineered soil mix shall conform to standard spec 625.2.

C Construction

The engineered soil mix shall be incorporated into the existing soil using a chisel plow or rotary device with the capability of reaching 12 inches below the graded surface. Construction and placement of the Infiltration Basin Soil Mix shall follow the construction standards outlined in the Wisconsin Department of Natural Resources Infiltration Basin practice standard.

D Measurement

The department will measure Infiltration Basin Soil Mix in area by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0180.02 Infiltration Basin Soil Mix SY

Payment is full compensation for Infiltration Basin Soil Mix.

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 _____ (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>2</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 under-representation of members of these groups in highway construction skilled crafts.

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

http://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. https://www.bidx.com/wi/main Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

- d. <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 http://roadwaystandards.dot.wi.gov/hcci/

All questions should be directed to:

Project Manager, John Doe, Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123-4657

Sample Contractor Solicitation Letter Page 2 This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: Letting Date: Project ID:							
Please check all that apply Yes, we will be quoting on the 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	es items refer st	e contact m	ne at this nur		
Prime Contractor 's Contact Pers	son	7		DRE Co	ontractor Co	ntact Person	
Phone:			Phone				
E		_	Fax				
Email		_	Email				
IMIAII.		_	Еппап	-			
Please circle Proposal No.	the jobs and	l items you	will be qu	oting below	w 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	X
Signs and Posts/Markers	X	37	X X	X		X X	X
Traffic Control Electrical Work/Traffic Signals		X	X	X		X	X
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	21		X	71	21	21
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X
Again please make every effort to have your quotes into our office by time deadline prior to the letting date. We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.							
If there are further questions please direct	them to the	rime 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

November 2013 ASP-4

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:

550.5.2 Piling

Add the following as paragraph three effective with the December 2015 letting:

(3) The department will not entertain a change order request for a differing site condition under 104.2.2.2 or for a quantity change under 104.2.2.4.3 for the Piling bid items. Instead the department will adjust pay under the Piling Quantity Variation administrative item if the total driven length of each size is less than 85 percent of, or more than 115 percent of the contract quantity as follows:

Percent of Contract Length Driven

< 85

(85% contract length - driven length) x 20% unit price

> 115

(driven length - 115% contract length) x 5% unit price

643.2.1 General

Replace paragraph two with the following effective with the December 2015 letting:

(2) Use reflective sheeting from the department's approved products list on barricades, drums, and flexible tubular marker posts.

Errata

Make the following corrections to the standard specifications:

641.2.9 Overhead Sign Supports

Correct errata adding back accidentally deleted paragraphs one through three.

- (1) Provide commercially fabricated overhead sign supports conforming to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years with a wind importance factor of 1.00. Design to withstand a 3 second gust wind speed of 90 mph. Do not use the methods of appendix C of those AASHTO standards.
- (2) Design structures, listed as applicable structure types in the AASHTO standards, to the fatigue category criteria as follows:
 - 1. Structures carrying variable message signs:
 - Category I criteria for structures over all roadway types.
 - 2. Structures carrying type II or III signs:
 - Category I criteria for structures used over highways and free flow ramps.
 - Category II criteria for structures with arms greater than 30 feet used over local roads and city streets.
 - Category III criteria for structures with arms 30 feet or less used over local roads and city streets.
- (3) Use the posted speed limit of the roadway beneath the structure for truck-induced gusts.
- (4) Submit shop drawings identified by structure number, design computations, and material specifications, to the engineer before erecting sign supports. Provide tightening procedures for mast arm or luminaire arm to pole shaft connections on the shop drawings. Have a professional engineer registered in the state of Wisconsin sign, seal, and date the shop drawings and certify that the design conforms to AASHTO standards and the contract.
- (5) Provide steel pole shafts and mast arms zinc coated according to ASTM A123. Provide tapered pole and arm shafts with a minimum taper of 0.14 inch per foot for single-member vertical and single-member horizontal structure components. Provide bolts and other hardware conforming to 641.2.2.

ADDITIONAL SPECIAL PROVISION 7

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

ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal

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

http://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 Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other 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 (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. You may contact the person to
 which this proposal is submitted for assistance in obtaining a
 copy of those regulations. "First Tier Covered Transactions"
 refers to any covered transaction between a grantee or
 subgrantee of Federal funds and a participant (such as the
 prime or general contract). "Lower Tier Covered Transactions"
 refers to any covered transaction under a First Tier Covered
 Transaction (such as subcontracts). "First Tier Participant"
 refers to the participant who has entered into a covered
 transaction with a grantee or subgrantee of Federal funds
 (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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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 PORTAGE COUNTY

Compiled by the State of Wisconsin - Department of Workforce Development for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on May 1, 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	31.43	17.03	48.46
Carpenter	32.72	16.00	48.72
Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2 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	33.86	17.96	51.82
Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requartificial illumination with traffic control and the work is completed after the second structure of the second s	Day. 2) Add \$1.40/h ires that work be pe er sunset and befor	or when the Wisc erformed at night re sunrise.	consin under
Electrician Future Increase(s): Add \$.75/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.	29.20 on Sunday, New Ye	17.42 ar's Day, Memor	46.62 ial Day,
Fence Erector	18.50	12.44	30.94
Ironworker	31.50	20.01	51.51
Line Constructor (Electrical)	20.50	16.07	55.57
Painter	21.87	15.04	36.91
Pavement Marking Operator	26.52	20.15	46.67
Piledriver	33.24	16.00	49.24
Future Increase(s): Add \$1.44/hr on 6/1/2015; Add \$1.44/hr on 6/1/2 Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate (Independence Day, Labor Day, Thanksgiving Day & Christmas Day.		ar's Day, Memor	ial Day,
Roofer or Waterproofer	23.00	4.64	27.64
Teledata Technician or Installer	22.25	12.24	34.49

PORTAGE COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS \$	TOTAL
Tuckpointer, Caulker or Cleaner	₹ 31.43	⊉ 17.03	₹ 48.46
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	14.98	46.58
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.06	11.63	33.38
GIOGIGINAL LINE CONSTRUCTION ONLY	21.75	11.03	
TRUCK DRIVERS			
Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015.	25.18	18.31	43.49
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate or 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 or 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	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 or Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	n Sunday, New Ye	ar's Day, Memor	ial Day,
Pavement Marking Vehicle	23.31	17.07	40.38
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/			45.27 2017
Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tan operated), chain saw operator and demolition burning torch laborer; A and luteman), formsetter (curb, sidewalk and pavement) and strike off powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grad DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, N 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 (including such time period).	dd \$.15/hr for bitu f man; Add \$.20/h le specialist; Add \$ New Year's Day, N) Add \$1.25/hr for es, when work und g prep time prior t	Iminous worker (r for blaster and \$.45/hr for pipela flemorial Day, work on projects der artificial illumi o and/or cleanup	yer. s nation o after
Asbestos Abatement Worker		14.61	38.74
Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/ Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rai Day, Independence Day, Labor Day, Thanksgiving Day & Christmas D involving temporary traffic control setup, for lane and shoulder closure conditions is necessary as required by the project provisions (including such time period).	te on Sunday, Nev Pay. 2) Add \$1.25/I es, when work und	w Year's Day, Me hr for work on pro der artificial illumi	morial ojects nation
Flagperson or Traffic Control Person	26.76	 15.14	41.90
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requirartificial illumination with traffic control and the work is completed after	Day. 2) Add \$1.25/ es that work be p	thr when the Wiso erformed at night are sunrise.	consin
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.00	5.14	23.14
Railroad Track Laborer	14.50	3.59	18.09
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower Derrick, With or Without Attachments, With a Lifting Capacity of Over 10 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 L Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/20	or 0 bs.,	21.15	58.87
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas E See DOT'S website for details about the applicability of this night wor business/ civilrights/ laborwages/ pwc. htm.	ite on Sunday, Ne Day. 2) Add \$1.50/	w Year's Day, Me hr night work pre	mium.
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. of Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	r or er;	21.15	58.37
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 E See DOT'S website for details about the applicability of this night wor business/ civilrights/ laborwages/ pwc. htm.	te on Sunday, Ne Day. 2) Add \$1.50/	w Year's Day, Me hr night work pre	mium.
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Scre Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, 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 & Gutt Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane WIth a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Gruphy; 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)	ter Tub out);	21.15	57.87

PORTAGE COUNTY Page 4

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid F Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor of Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Wind A-Frames. 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 rad Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Esee DOT'S website for details about the applicability of this night wor	r e); ches 116; Add \$1.25/hr c ate on Sunday, Nev Day. 2) Add \$1.50/l	w Year's Day, Me hr night work pre	mium.
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 Industria Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Perform Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); J Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on 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; Shoulderin Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	36.46 e al hing leep the	21.15	57.61
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 E See DOT'S website for details about the applicability of this night wor business/ civilrights/ laborwages/ pwc. htm.	ite on Sunday, Nev Day. 2) Add \$1.50/l	w Year's Day, Me hr night work pre	mium.
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jackin 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 W Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	e ne);	21.15	57.32

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.

business/ civilrights/ laborwages/ pwc. htm.

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/

Fiber Optic Cable Equipment. 28.89 17.95 46.84

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

Truck Drivers:

1 & 2 Axles

Three or More Axles: Euclids, Dumptor &

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

Basic Hourly Fringe LABORERS CLASSIFICATION: Rates Benefits Group 1: General Laborer: Tree Trimmer: Conduit Laver: Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler: Stone Handler: Bituminous Worker (Shoveler. Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker: (Dumper, Ironer, Smoother, Tamper): Group 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Group 3: Bituminous Worker (Raker and Luteman); Formsetter

DATE: October 9, 2015

Fringe

Benefits

Basic Hourly

Rates

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: Modification #10 dated October 9, 2015.

......25.18............18.31

CLASSES OF LABORER AND MECHANICS

Bricklayer Carpenter Millwright Piledriverman	30.48 32.11	15.80
Ironworker		
Cement Mason/Concrete Finisher	32.65	17.44
Electrician		See Page 3
Line Construction		
Lineman		
Heavy Equipment Operator	40.03	32% + 5.00
Equipment Operator	33.71	32% + 5.00
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman		
Painters	23.74	11.72
Well Drilling:		
Well Driller	16.52	3.70

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

POWER EQUIP	MENT OPERATORS CLASSIFICATION:	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>	POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)	Basic Hourly _Rates_	Fringe Benefits
with of lifting or crain derrick jib len longer Group 2: Crane	s, tower cranes and derricks, or without attachments, with a capacity of over 100 tons nes, tower cranes and ks with boom, leads and/or ogths measuring 176 feet or s, tower cranes and derricks, or without attachments, with a	\$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 driver; material hoist operator	\$37.27	\$21.55
less of derrict jib len less, a having capaci caisso	capacity of 100 tons or cranes, tower cranes and ks with boom, leads and/or giths measuring 175 feet or and backhoes (excavators) g a manufacturer's rated ity of 3 cu. yds. and over, n rigs, pile driver, dredge or, dredge engineer.	\$37.77	\$21.55	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing		
equipr of 25 (manu	anic or welder - heavy duty ment, cranes with a lifting capacity tons or less, concrete breaker lal or remote); vibrator/sonic concrete er; concrete laser screed; concrete			machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$37.01	\$21.55
slipfor operat duty (distrib concre slipfor concre (10,00	rm paver; concrete batch plant or; concrete pavement spreader - heavy rubber tired); concrete spreader and outor, automatic subgrader (concrete); ete grinder and planing machine; concrete rm curb and gutter machine; slipform ete placer; tube finisher; hydro blaster 100 psi and over); bridge paver; concrete yor 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);		
asphal cutter screed	(self propelled); shoulder widener; It plant engineer; bituminous paver; bump and grooving machine; milling machine; I (bituminous paver); asphalt heater,			drilling machine helperGroup 6: Off – road material hauler with or without ejec		\$21.55 \$21.55
having	and scarifier; backhoes (excavators) g a manufacturers rated capacity of under 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: October 9, 2015

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

Florence and Homestead), MARINETTE (Niagara township)

LABORERS CLASSIFICATION: Rates Benefits Electricians Area 1 \$29.60 26.5%+ 9.15 Area 2: Electricians..... 31.21 18.92 Area 3: Electrical contracts under \$130,000 26.24 16.85 Electrical contracts over \$130,000 29.41 16.97 29.50% + 9.37 29.84 28.96 24.85% + 9.70 Area 5 Area 6 35.25 19.30 Area 8 Electricians..... 31.30 24.93% + 10.40 Area 9: Electricians..... 35.75 19.87 29.64 20.54 Area 10 32.54 24.07 Area 12 32.87 19.23 Area 13 35.13 23.09 Teledata System Installer Area 14 Installer/Technician 22.50 12.72 Sound & Communications Area 15 Installer..... 14.84 16.47 26.00 17.70 Technician..... CALUMET (except township of New Holstein), GREEN LAKE Area 1 -Area 15 -(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 -

Area4-	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.

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC

AND WAUKESHA COUNTIES.

(Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON,

DATE: October 9, 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: 10/01/15

REVISED: SCHEDULE OF ITEMS

LINE	!	ITEM		!	APPROX.	UNIT P		BID AM	OUNT
NO	DES 	SCRIPTION		QUANTITY AND UNITS		 DOLLARS		 DOLLARS	CT
SECTI(ON 0001 C	Contract 1	Items						
0010	201.0110 	Clearing		 SY	5,701.000	 			
0020	201.0210 	Grubbing		 SY	5,701.000	 			
	204.0100 Pavement 	Removing		 SY	6,888.000	 		 	
0040	204.0130 	Removing	Curb	 LF	606.000	 	•	 	
0050	204.0140 	Removing	Gutter	 LF	1,268.000	 		 	
	204.0150 Gutter 	Removing	Curb &	 LF	14,643.000	 		 	
	204.0155 Concrete 			 SY	6,710.000	 	•	 	
0080	204.0170 	Removing	Fence	 LF	540.000	 		 	
	204.0195 Concrete 			 EACH	58.000	 	•	 	
	204.0210 Manholes 	Removing		 EACH	47.000	 		 	

Wisconsin Department of Transportation PAGE: 2 DATE: 10/01/15

REVISED: SCHEDULE OF ITEMS

CONTRACT: ONTRACT: 20151208018

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
0110	204.0220 Removing Inlets 	 46.000 EACH	 	
	204.0230 Removing Building (station) 01. Sta 128+00	 LUMP	 LUMP	
0130	204.0235 Removing Buildings (parcel) 01. Parcel 13	 LUMP	 LUMP	
0140	204.0245 Removing Storm Sewer (size) 01. 8-Inch	 233.000 LF	 	
	204.0245 Removing Storm Sewer (size) 02. 12-Inch	 1,772.000 LF	 	
	204.0245 Removing Storm Sewer (size) 03. 18-Inch	 1,657.000 LF	 	
	204.0245 Removing Storm Sewer (size) 04. 24-Inch	 1,375.000 LF	 	
0180	204.0245 Removing Storm Sewer (size) 05. 30-Inch	 386.000 LF	 	
0190	204.0245 Removing Storm Sewer (size) 06. 36-Inch	 534.000 LF		
0200	204.0245 Removing Storm Sewer (size) 07. 42-Inch	 197.000 LF	 	

Wisconsin Department of Transportation PAGE: 3 DATE: 10/01/15

SCHEDULE OF ITEMS

REVISED:

LINE NO	ITEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS		DOLLARS CTS
0210	204.0245 Removing Storm Sewer (size) 08. 48-Inch	 498.000 LF	 	 .
0220	204.0245 Removing Storm Sewer (size) 09. 54-Inch	 1,896.000 LF		
0230	204.0280 Sealing Pipes 	 2.000 EACH		
0240	205.0100 Excavation Common	 40,450.000 CY		
0250	213.0100 Finishing Roadway (project) 01. 6414-00-78	 1.000 EACH		
0260	305.0110 Base Aggregate Dense 3/4-Inch 	 3,621.000 TON		
0270	305.0120 Base Aggregate Dense 1 1/4-Inch 	 30,275.000 TON		
0280	310.0110 Base Aggregate Open Graded 	 6,020.000 TON		
0290	371.1000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	 30,275.000 TON		 .
0300	415.0090 Concrete Pavement 9-Inch 	 36,130.000 SY		
0310	415.0210 Concrete Pavement Gaps 	24.000 EACH	 	 .

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REVISED: SCHEDULE OF ITEMS

LINE		!	PPROX.	UNIT P		BID AM	TUUON
NO	DESCRIPTION		ANTITY D UNITS	 DOLLARS		DOLLARS	CTS
	415.1090 Concrete Pavement HES 9-Inch 	 sy	9,587.000	 	·		
	416.0260 Concrete Driveway HES 6-Inch 	 SY	1,490.000	 	•		
	416.0610 Drilled Tie Bars 	 EACH	62.000	 	•		
	440.4410 Incentive IRI Ride 	 DOL	8,400.000	 	1.00000	 84	100.00
	455.0120 Asphaltic Material PG64-28 	 TON	155.000	 			
0370	455.0605 Tack Coat 	 GAL	1,984.000	 			
	460.1103 HMA Pavement Type E-3 	 TON	2,785.000	 	•	 	
	460.2000 Incentive Density HMA Pavement 	 DOL	1,800.000	 	1.00000	18	300.00
0400	465.0120 Asphaltic Surface Driveways and Field Entrances	 TON	1,099.000	 	•		
	465.0125 Asphaltic Surface Temporary 	 TON	1,190.000	 	•	_	
0420	465.0310 Asphaltic Curb 	 LF	2,627.000	 	 	 	

Wisconsin Department of Transportation PAGE: 5 DATE: 10/01/15

SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
0430	520.8000 Concrete Collars for Pipe 	 4.000 EACH		
0440	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	 1.000 EACH	 	
0450	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	1.000 1.000 EACH		
0460	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	 2.000 EACH		
0470	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	 1.000 EACH		
0480	601.0409 Concrete Curb & Gutter 30-Inch Type A 	 1,674.000 LF	 	
0490	601.0411 Concrete Curb & Gutter 30-Inch Type D 	 7,920.000 LF	 .	
0500	601.0413 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type G	 8,306.000 LF		 .
0510	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	 9,845.000 LF		
0520	602.0415 Concrete Sidewalk 6-Inch 	68,086.000 SF	 .	

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SCHEDULE OF ITEMS

REVISED:

CONTRACT: ONTRACT: 20151208018

LINE NO	ITEM	APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS	CTS	 DOLLARS	CTS
0530	602.0505 Curb Ramp Detectable Warning Field Yellow	480.000 SF				
0540	602.1500 Concrete Steps	20.000 SF				
	602.2400 Concrete Safety Islands	332.000 SF			 	
0560	606.0300 Riprap Heavy 	 25.000 CY			 	
	608.0354 Storm Sewer Pipe Reinforced Concrete Class III 54-Inch	 2,489.000 LF			 	
	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	 5,399.000 LF			 	
0590	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	 997.000 LF			 	
0600	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	 865.000 LF			 	
0610	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	 1,907.000 LF				
	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	456.000 LF			 	

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SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS	CTS	 DOLLARS	CTS
0630	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	 942.000 LF				
	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	 930.000 LF	 		 	
0650	610.0434 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 34x53-Inch	79.000 79.000	·		 	
0660	611.0530 Manhole Covers Type J 	 46.000 EACH	 		 	
	611.0540 Manhole Covers Type K 	 11.000 EACH	 		 	
	611.0545 Manhole Covers Type L 	 13.000 EACH	 		 	
	611.0624 Inlet Covers Type H 	 131.000 EACH	 		 	
	611.0639 Inlet Covers Type H-S 	 84.000 EACH	 		 	
	611.0645 Inlet Covers Type MS-A 	 1.000 EACH				
0720	611.2004 Manholes 4-FT Diameter 			.	 	

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CONTRACT: ONTRACT: 20151208018

LINE	I	APPROX.	UNIT PR		BID AM	OUNT
NO	DESCRIPTION		DOLLARS		 DOLLARS	CTS
	611.2005 Manholes 5-FT Diameter 	 5.000 EACH				
	611.2006 Manholes 6-FT Diameter	 18.000 EACH	 		 	
	611.2008 Manholes 8-FT Diameter 	 22.000 EACH	 			
	611.3004 Inlets 4-FT Diameter 	 33.000 EACH			 	
0770	611.3230 Inlets 2x3-FT 	 177.000 EACH				
	611.3901 Inlets Median 1 Grate 	 1.000 EACH	 		 	
	611.8110 Adjusting Manhole Covers 	 3.000 EACH	 		 	
	611.8115 Adjusting Inlet Covers 	 12.000 EACH	 		 	
	611.8120.S Cover Plates Temporary 	 34.000 EACH				
0820	611.9800.S Pipe Grates 	5.000 EACH			 	

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SCHEDULE OF ITEMS

REVISED:

CONTRACT: ONTRACT: 20151208018

LINE NO	1	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	!	DOLLARS CTS
0830	612.0902.S Insulation Board Polystyrene (inch) 01. 2-Inch	2,170.000 SY	 .	
0840	619.1000 Mobilization 	 1.000 EACH	 	
0850	620.0100 Concrete Corrugated Median 	 295.000 SF	 	 .
0860	620.0300 Concrete Median Sloped Nose 	 635.000 SF		
	623.0200 Dust Control Surface Treatment 	 78,655.000 SY	 	
0880	624.0100 Water 	 500.000 MGAL		 .
0890	625.0100 Topsoil 	 20,446.000 SY		 .
0900	627.0200 Mulching 		 	
0910	628.1504 Silt Fence 			 .
	628.1520 Silt Fence Maintenance 	 1,400.000 LF	 .	 .
0930	628.1905 Mobilizations Erosion Control 	 10.000 EACH	 	

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SCHEDULE OF ITEMS

CONTRACT: ONTRACT: 20151208018

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
0940	628.1910 Mobilizations Emergency Erosion Control	 10.000 EACH		
0950	628.2008 Erosion Mat Urban Class I Type B 	 775.000 SY	 	 .
0960	628.7005 Inlet Protection Type A 	 258.000 EACH	 .	 .
0970	628.7010 Inlet Protection Type B 	 1.000 EACH	 .	
	628.7015 Inlet Protection Type C 	 162.000 EACH		
	628.7020 Inlet Protection Type D 	 77.000 EACH		
	628.7504 Temporary Ditch Checks 	 100.000 LF	 	
	628.7555 Culvert Pipe Checks 	 16.000 EACH	 	
1020	630.0120 Seeding Mixture No. 20 	 226.000 LB	 	
	630.0140 Seeding Mixture No. 40	 330.000 LB	 	
	630.0200 Seeding Temporary 	330.000 LB		

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LINE	!	APPRO		UNIT P	RICE	BID AM	OUNT
NO	DESCRIPTION 	QUANTI AND UN		DOLLARS	CTS	DOLLARS	CTS
1050	630.0300 Seeding Borrow Pit 	 	 575.000 				
1060	633.5200 Markers Culvert End 	 EACH	5.000 		•		
	634.0614 Posts Wood 4x6-Inch X 14-FT 	 EACH	 09.000 				
	634.0616 Posts Wood 4x6-Inch X 16-FT 	 EACH	7.000 7.000				
	637.2210 Signs Type II Reflective H 	 6 SF	521.500 				
1100	637.2230 Signs Type II Reflective F 	 SF	96.500 				
	637.2235 Signs Type II Reflective F Folding	 1 SF	 80.000 				
	638.2602 Removing Signs Type II 	 EACH	33.000 		•		
	638.3000 Removing Small Sign Supports	 EACH	23.000				
	642.5201 Field Office Type C	 EACH	1.000				

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SCHEDULE OF ITEMS REVISED:

LINE	I .	APPROX.	UNIT PRICE	!
NO	DESCRIPTION	QUANTITY AND UNITS		 TS DOLLARS CTS
1150	643.0200 Traffic Control Surveillance and Maintenance (project) 01. 6414-00-78	275.000 DAY		
	643.0300 Traffic Control Drums	 158,917.000 DAY		.
1170	643.0410 Traffic Control Barricades Type II 	 1,165.000 DAY		
	643.0420 Traffic Control Barricades Type III 			
1190	643.0500 Traffic Control Flexible Tubular Marker Posts	 1,526.000 EACH		.
1200	643.0600 Traffic Control Flexible Tubular Marker Bases	 1,526.000 EACH		
	643.0705 Traffic Control Warning Lights Type A 	 165.000 DAY		
	643.0715 Traffic Control Warning Lights Type C 			
	643.0800 Traffic Control Arrow Boards	 505.000 DAY		.
	643.0900 Traffic Control Signs			

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REVISED: SCHEDULE OF ITEMS

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS CTS	 DOLLARS CTS
1250	643.0920 Traffic Control Covering Signs Type II 	 17.000 EACH		
1260	643.2000 Traffic Control Detour (project) 01. 6414-00-78	 1.000 EACH		
1270	643.3000 Traffic Control Detour Signs 	 1,040.000 DAY		
1280	645.0113 Geotextile Fabric Type DF Schedule C	9,000.000 SY		
1290	645.0120 Geotextile Fabric Type HR 	 55.000 SY		
1300	646.0106 Pavement Marking Epoxy 4-Inch 	 12,030.000 LF		
1310	646.0126 Pavement Marking Epoxy 8-Inch 	 2,482.000 LF	 	
1320	646.0600 Removing Pavement Markings 	3,691.000		
1330	647.0110 Pavement Marking Railroad Crossings Epoxy	 4.000 EACH	 	
1340	647.0166 Pavement Marking Arrows Epoxy Type 2	37.000		

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CONTRACT: ONTRACT: 20151208018

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
1350	647.0206 Pavement Marking Arrows Bike Lane Epoxy	 41.000 EACH	-	
1360	647.0306 Pavement Marking Symbols Bike Lane Epoxy	 41.000 EACH		
1370	647.0356 Pavement Marking Words Epoxy 	 4.000 EACH		
1380	647.0456 Pavement Marking Curb Epoxy 	 1,346.000 LF		
1390	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	 628.000 LF		
1400	647.0606 Pavement Marking Island Nose Epoxy	 32.000 EACH		
1410	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	2,725.000 LF		
1420	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	30,045.000 LF		
1430	649.0402 Temporary Pavement Marking Paint 4-Inch	 18,902.000 LF		
1440	649.0801 Temporary Pavement Marking Removable Tape 8-Inch	2,935.000 LF		

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REVISED: SCHEDULE OF ITEMS

CONTRACT: ONTRACT: 20151208018

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS CTS	! .
	649.0802 Temporary Pavement Marking Paint 8-Inch	 994.000 LF	 	 .
	649.1100 Temporary Pavement Marking Stop Line 18-Inch	 153.000 LF	 	
1470	649.1200 Temporary Pavement Marking Stop Line Removable Tape 18-Inch	1,002.000		
1480	649.1800 Temporary Pavement Marking Arrows Removable Tape	 20.000 EACH		 .
	649.2002 Temporary Pavement Marking Words Paint	 4.000 EACH	 	 .
1500	650.4000 Construction Staking Storm Sewer	 302.000 EACH	 	 .
1510	650.4500 Construction Staking Subgrade 	 14,450.000 LF	 	
	650.5000 Construction Staking Base 	 6,500.000 LF	 	 .
1530	650.5500 Construction Staking Curb Gutter and Curb & Gutter	 5,142.000 LF		
1540	650.7000 Construction Staking Concrete Pavement	 11,550.000 LF	 	

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LINE	I	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	!	 DOLLARS CTS
1550	650.8500 Construction Staking Electrical Installations (project) 01.6414-00-78	 LUMP	LUMP	
1560	650.9910 Construction Staking Supplemental Control (project) 01. 6414-00-78	 LUMP 	LUMP	
1570	650.9920 Construction Staking Slope Stakes	 7,775.000 LF		
	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	 7,663.000 LF	 	
1590	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	 4,303.000 LF) .	
	652.0800 Conduit Loop Detector 	3,682.000	 	
	653.0905 Removing Pull Boxes	 45.000 EACH	 	
	654.0101 Concrete Bases Type 1 	 7.000 EACH	 	
	654.0102 Concrete Bases Type 2 	 15.000 EACH	 	
1640	654.0106 Concrete Bases Type 6 	 33.000 EACH		

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LINE	I	APPROX.	UNIT PRICE	
NO	DESCRIPTION	QUANTITY AND UNITS	! .	 TS DOLLARS CTS
	654.0110 Concrete Bases Type 10 	 11.000 EACH	 	
1660	654.0217 Concrete Control Cabinet Bases Type 9 Special	3.000 EACH	 	
1670	654.0230 Concrete Control Cabinet Bases Type L30	 2.000 EACH	 	
	655.0230 Cable Traffic Signal 5-14 AWG 	 2,817.000 LF	 	
	655.0240 Cable Traffic Signal 7-14 AWG 	 610.000 LF	 .	
	655.0250 Cable Traffic Signal 9-14 AWG 	2,102.000		
	655.0260 Cable Traffic Signal 12-14 AWG 	 2,656.000 LF	 .	
	655.0320 Cable Type UF 2-10 AWG Grounded 	2,992.000 LF	 	.
	655.0515 Electrical Wire Traffic Signals 10 AWG 	3,301.000	 .	
	655.0610 Electrical Wire Lighting 12 AWG 	 8,775.000 LF	 .	
	655.0615 Electrical Wire Lighting 10 AWG 	3,519.000	 .	 .

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CONTRACT:

ONTRACT: 20151208018 PROJECT(S): FEDERAL ID(S): 6414-00-78 WISC 2015660 N/A

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	 DOLLARS CTS	 DOLLARS CTS
	655.0625 Electrical Wire Lighting 6 AWG 	 34,805.000 LF		
	655.0700 Loop Detector Lead In Cable	 12,338.000 LF		 .
	655.0800 Loop Detector Wire 	 13,328.000 LF		 .
1790	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. Business 51 and Chestnut Drive	LUMP	LUMP	
	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. Business 51 and Roosevelt Drive	 LUMP 	LUMP	
1810	656.0200 Electrical Service Meter Breaker Pedestal (location) 03. Business 51 and Plover Springs Drive	 LUMP 	LUMP	
1820	656.0200 Electrical Service Meter Breaker Pedestal (location) 04. Sta 131+52	 LUMP 	 LUMP 	
1830	656.0200 Electrical Service Meter Breaker Pedestal (location) 05. Sta 174+73	 LUMP 	LUMP	
1840	657.0100 Pedestal Bases 	7.000		 .

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CONTRACT: ONTRACT: 20151208018

LINE	1	APPRO		UNIT PR		BID AM	
NO	DESCRIPTION	QUANTI AND UN		DOLLARS	. !	DOLLARS	CTS
1850	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	48.000 EACH					•
1860	657.0315 Poles Type 4 	 EACH	15.000				
	657.0327 Poles Type 6-Aluminum 	 EACH	33.000		. 		
	657.0410 Traffic Signal Standards Aluminum 9-FT 	 EACH	1.000		.		
	657.0420 Traffic Signal Standards Aluminum 13-FT 	 EACH	6.000		•		
1900	657.0605 Luminaire Arms Single Member 4 1/2-Inch Clamp 4-FT	 EACH	65.000 				
1910	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	 EACH	22.000 			 	
	657.1345 Install Poles Type 9 	 EACH	8.000 				
	657.1350 Install Poles Type 10 	 EACH	3.000				
	657.1525 Install Monotube Arms 25-FT 	 EACH	1.000			 	
	657.1530 Install Monotube Arms 30-FT 	 EACH	10.000			 	

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LINE	!	APPRO		UNIT PR		BID AM	
NO	DESCRIPTION	QUANT:		DOLLARS		 DOLLARS	 CTS
	657.1808 Install Luminaire Arms Steel 8-FT	3.000 EACH					
1970	658.0110 Traffic Signal Face 3-12 Inch Vertical 	 EACH	56.000 				
1980	658.0115 Traffic Signal Face 4-12 Inch Vertical 	 EACH	4.000 			 	
	658.0215 Backplates Signal Face 3 Section 12-Inch	 EACH	56.000 56.000			 	
2000	658.0220 Backplates Signal Face 4 Section 12-Inch	 EACH	4.000 			 	
2010	658.0416 Pedestrian Signal Face 16-Inch 	 EACH	32.000				
	658.0500 Pedestrian Push Buttons 	 EACH	30.000				
2030	658.0600 Led Modules 12-Inch Red Ball 	 EACH	36.000 		•	 	
2040	658.0605 Led Modules 12-Inch Yellow Ball 	 EACH	36.000		•	 	
2050	658.0610 Led Modules 12-Inch Green Ball 	 EACH	36.000	-	•	 	•
2060	658.0615 Led Modules 12-Inch Red Arrow 	 EACH	24.000			 	

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LINE	!	APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS	CTS	DOLLARS	CTS
2070	658.0620 Led Modules 12-Inch Yellow Arrow 	 48.000 EACH	 		 	
2080	658.0625 Led Modules 12-Inch Green Arrow	 4.000 EACH	 	.	 	
	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	 32.000 EACH	 	.	 	
2100	658.5069 Signal Mounting Hardware (location) 01. Business 51 and Chestnut Drive	 LUMP 	 LUMP 		 	
2110	658.5069 Signal Mounting Hardware (location) 02. Business 51 and Roosevelt Drive	 LUMP 	 LUMP 			
2120	658.5069 Signal Mounting Hardware (location) 03. Business 51 and Plover Springs Drive	 LUMP 	 LUMP 			
2130	659.1115 Luminaires Utility LED A 	 90.000 EACH	 	.	 	
2140	659.2130 Lighting Control Cabinets 120/240 30-Inch	 2.000 EACH	 	.	 	
2150	661.0200 Temporary Traffic Signals for Intersections (location) 01. Business 51 and Chestnut Drive	 LUMP 	 LUMP 			

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LINE	ITEM	!	PPROX.	UNIT PF	RICE	BID AM	OUNT
NO	DESCRIPTION	. ~	ANTITY D UNITS	DOLLARS CTS		DOLLARS	CTS
2160	661.0200 Temporary Traffic Signals for Intersections (location) 02. Business 51 and Roosevelt Drive	 LUMP 		 LUMP 	 		
2170	661.0200 Temporary Traffic Signals for Intersections (location) 03. Business 51 and Plover Springs Drive	 LUMP 		 LUMP 	 		
2180	661.0300 Generators 	 DAY	6.000	 	.		
2190	690.0150 Sawing Asphalt 	 LF	4,377.000	 	.		
2200	690.0250 Sawing Concrete 	 LF	733.000	 	.		
	715.0415 Incentive Strength Concrete Pavement	 DOL	3,430.000	 1	.00000	34	30.00
2220	999.1500.S Crack and Damage Survey 	 LUMP 		 LUMP 	 		
	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	 HRS	2,000.000	 	 	100	00.00
2240	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	 HRS	1,260.000	 5	 	63	00.00

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LINE NO	ITEM	APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS	CTS	DOLLARS	CTS
2250	SPV.0030 Special 01. Fertilizer for Lawn Type Turf				 	
	SPV.0035 Special 01. Flowable Fill Existing Pipe	36.000 CY			 	
	SPV.0060 Special 01. Grit Chamber Type A	1.000 EACH			 	
	SPV.0060 Special 02. Grit Chamber Type C	1.000 EACH			 	
	SPV.0060 Special 03. Grit Chamber Type I	3.000 EACH			 	
2300	SPV.0060 Special 04. Inlet Covers Type Special				 	
	SPV.0060 Special 05. Manhole Diversion 6-foot	1.000 EACH			 	
	SPV.0060 Special 06. Manhole Diversion 8-foot	1.000 EACH			 	
	SPV.0060 Special 07. Manholes 10-ft Diameter	1.000 EACH				
	SPV.0060 Special 08. Manhole Residential 24-inch	4.000 EACH			 	

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LINE	!	APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS	CTS	DOLLARS	CTS
2350	SPV.0060 Special 09. Temporary Connection to Existing Storm Sewer Pipe	14.000 EACH				
2360	SPV.0060 Special 10. Temporary Connection to Storm Sewer Structure	 4.000 EACH		•		
2370	SPV.0060 Special 11. Connection to Existing Inlets or Manholes	 2.000 EACH				
2380	SPV.0060 Special 12. Cleanout 	 33.000 EACH				
	SPV.0060 Special 13. 6-inch PVC Plug	 4.000 EACH				
2400	SPV.0060 Special 14. Pull Box Non-Conductive 24x42-Inch	 65.000 EACH				
	SPV.0060 Special 15. Salvage Lighting Unit 	 6.000 EACH				
2420	SPV.0060 Special 16. Salvage Hydrant 	 16.000 EACH				
2430	SPV.0060 Special 17. Removing Watermain Valve Box	 9.000 EACH				
2440	SPV.0060 Special 18. Abandoning Watermain Valve Box	14.000 EACH				

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LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
2450	SPV.0060 Special 19. Plug Watermain Abandoned in Place	 13.000 EACH		
2460	SPV.0060 Special 20. Plug Sanitary Sewer Abandoned in Place	 6.000 EACH)) 	
2470	SPV.0060 Special 21. Abandoning Water Service 	 1.000 EACH	 	
2480	SPV.0060 Special 22. Abandoning Sanitary Lateral	 3.000 EACH	 	
	SPV.0060 Special 23. Adjusting Watermain Valve Box	 22.000 EACH)) 	
2500	SPV.0060 Special 24. Hydrant 	 16.000 EACH) 	 .
	SPV.0060 Special 25. Watermain Gate Valve and Box 6-Inch	 16.000 EACH	 	
2520	SPV.0060 Special 26. Watermain Gate Valve and Box 8-Inch	 5.000 EACH	 	
2530	SPV.0060 Special 27. Watermain Gate Valve and Box 12-Inch	 8.000 EACH	 0 .	
2540	SPV.0060 Special 28. Watermain Coupling 6-Inch	 6.000 EACH	 	
2550	SPV.0060 Special 29. Watermain Coupling 12-Inch	 1.000 EACH	 .	 .

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LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
2560	SPV.0060 Special 30. Watermain Bend 22-1/2 Degree 12-Inch	 1.00 EACH	0	
2570	SPV.0060 Special 31. Watermain Bend 45 Degree 12-Inch	 12.00 EACH	 	
2580	SPV.0060 Special 32. Watermain Tee 8 x 6-Inch	2.00 EACH	 	
	SPV.0060 Special 33. Watermain Tee 12 x 6-Inch	 1.00 EACH	 	 .
2600	SPV.0060 Special 34. Watermain Tee 12 x 8-Inch	 4.00 EACH	 	 .
	SPV.0060 Special 35. Watermain Cross 12 x 8-Inch	 1.00 EACH	0 .	 .
	SPV.0060 Special 36. Watermain Tapping Sleeve 8 x 6-Inch	 5.00 EACH	 	 .
2630	SPV.0060 Special 37. Watermain Tapping Sleeve 12 x 6-Inch	 2.00 EACH	0 .	 .
2640	SPV.0060 Special 38. Cap Watermain to Remain in Service	 11.00 EACH	0 .	 .
2650	SPV.0060 Special 39. Tracer Wire Access Box 	 4.00 EACH	 	 .

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LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
2660	SPV.0060 Special 40. Abandoning Sanitary Manhole	 3.000 EACH		
2670	SPV.0060 Special 41. Reconditioning Sanitary Manhole	 21.000 EACH	-	
	SPV.0060 Special 42. Reconstructing Sanitary Manhole	 6.000 EACH		
2690	SPV.0060 Special 43. Sanitary Manhole Casting	 29.000 EACH		
2700	SPV.0060 Special 44. Sanitary Sewer Repair 12-Inch	 1.000 EACH	-	
2710	SPV.0060 Special 45. Reconnect Sanitary Lateral	 3.000 EACH		
2720	SPV.0060 Special 46. Repair Sanitary Lateral 	 1.000 EACH	·	
2730	SPV.0060 Special 47. Guard Post 	 2.000 EACH	-	
2740	SPV.0090 Special 01. Concrete Curb and Gutter 6-inch Sloped 20-inch Type G	 185.000 LF		
2750	SPV.0090 Special 02. Concrete Curb and Gutter 6-inch Sloped 20-inch Type J	911.000 LF		

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LINE	 	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	 DOLLARS CTS
2760	SPV.0090 Special 03. PVC Pipe 8-Inch 	 128.000 LF		
2770	SPV.0090 Special 04. Schedule 40 PVC 6-inch 	 538.000 LF		
2780	SPV.0090 Special 05. Schedule 40 PVC Perforated 6-inch	 3,512.000 LF		 -
2790	SPV.0090 Special 06. Storm Sewer Pipe Reinforced Concrete Class IV Carrier Pipe 42-inch	 125.000 LF 	 	
2800	SPV.0090 Special 07. Steel Casing Pipe 66-inch	 100.000 LF	 	
2810	SPV.0090 Special 08. Concrete Curb and Gutter Cure & Seal Treatment	 28,815.000 LF		
2820	SPV.0090 Special 09. Watermain 6-Inch 	 464.000 LF		
2830	SPV.0090 Special 10. Watermain 8-Inch 	 131.000 LF	 	 .
2840	SPV.0090 Special 11. Watermain 12-Inch 	 1,364.000 LF		
2850	SPV.0090 Special 12. Water Service 1-Inch	 3,009.000 LF		

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SCHEDULE OF ITEMS REVISED:

N/A

CONTRACT: PROJECT(S): FEDERAL ID(S): 20151208018 6414-00-78

WISC 2015660

6414-00-88

CONTRACTOR : APPROX. | UNIT PRICE | BID AMOUNT | QUANTITY |------ITEM NO | DESCRIPTION |-----AND UNITS | DOLLARS | CTS | DOLLARS | CTS |SPV.0090 Special 13. 41.000 2860 Water Service 2-Inch |SPV.0090 Special 14. | 518.000| |LF 2870 | Sanitary Sewer 8-Inch |SPV.0090 Special 15. | 2880 Sanitary Lateral 4-Inch | 177.000| |LF | |SPV.0090 Special 16. 2890 Pressure Sanitary Sewer LF 6-Inch |SPV.0090 Special 17. 2900|Sanitary Sewer |LF | Televising |SPV.0090 Special 18. | 50.000 2910 Class B Bedding LF |SPV.0090 Special 19. | 2920|Casing Pipe 24-Inch | 50.000 2920 Casing Pipe 24-Inch LF |SPV.0105 Special 01. |
2930|Construction Staking |LUMP |
|Infiltration Basin | LUMP Infiltration Basin |SPV.0105 Special 02. 2940 Construction Staking LUMP LUMP Infiltration Trench | SPV.0105 Special 03. | 2950 Remove and Salvage | LUMP LUMP |Existing Traffic Signals | Business 51 and Chestnut Drive

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SCHEDULE OF ITEMS

REVISED:

LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
	SPV.0105 Special 04. Remove and Salvage Existing Traffic Signals Business 51 and Roosevelt Dr.	 LUMP 	 LUMP 	
2970	SPV.0105 Special 05. Remove and Salvage Existing Traffic Signals Business 51 and Plover Springs	 LUMP 	 LUMP 	
2980	SPV.0105 Special 06. Transport Dept Furnished Traffic Signal Monotube Equipment Chestnut	 LUMP 	LUMP	
2990	SPV.0105 Special 07. Transport Dept Furnished Traffic Signal Monotube Equipment Roosevelt	 LUMP 	 LUMP 	
3000	SPV.0105 Special 08. Transport Dept Furnished Traffic Signal Monotube Equipment Plover Springs	 LUMP 	 LUMP 	
3010	SPV.0105 Special 09. Temorary Vehicle Detection Business 51 and Chestnut Drive	 LUMP 	 LUMP 	
3020	SPV.0105 Special 10. Temporary Vehicle Detection Business 51 and Roosevelt Drive	 LUMP 	LUMP	
3030	SPV.0105 Special 11. Temporary Vehicle Detection Business 51 and Plover Springs Drive	 LUMP 	LUMP	

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LINE	! ===	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CT
	SPV.0105 Special 12. Concrete Pavement Joint Layout	 LUMP 	 LUMP 	
	SPV.0120 Special 01. Water for Seeded Areas	 506.000 MGAL	 	 .
	SPV.0165 Special 01. Stamped Colored Concrete 4-Inch	 81,002.000 SF	 	
3070	SPV.0165 Special 02. Concrete Cure and Seal Treatment	 163,780.000 SF		
	SPV.0165 Special 03. Salvaged Brick Pavers	 389.000 SF	 	
3090	SPV.0180 Special 01. Preparing Topsoil for Lawn Type Turf	22,509.000		
3100	SPV.0180 Special 02. Infiltration Basin Soil Mix	1,650.000 SY		
	SPV.0200 Special 01. Sanitary Manhole	 34.900 VF	 .	 .
	 SECTION 0001 TOTAL		 	·
	 TOTAL BID		 	

PLEASE ATTACH SCHEDULE OF ITEMS HERE