

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

17

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Marinette	1491-12-71	WISC 2016 059	Village of Wausaukee (STH 180 - N. Village Limits)	USH 141

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 8, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time June 16, 2017	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 8 %	This contract is exempt from federal oversight.

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

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

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

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

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

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

Notary Seal

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

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

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

## For Department Use Only

Type of Work Grading, HMA pavement, base aggregate dense, storm sewer, water main, sanitary sewer, streetscaping, permanent signing, pavement marking.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Effective with August 2015 Letting

### BID PREPARATION

#### Preparing the Proposal Schedule of Items

##### A General

- (1) Obtain bidding proposals as specified in [section 102](#) of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
  1. Electronic bid on the internet.
  2. Electronic bid on a printout with accompanying diskette or CD ROM.
  3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

- (3) The department will provide bidding information through the department's web site at:  
<http://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 Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (\*.ebs or \*.00x) is used to submit the final bid.

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

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

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

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express<sup>TM</sup> web site reflecting the latest addenda posted on the department's web site at:  
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
Use Expedite<sup>TM</sup> 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<sup>TM</sup> web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite<sup>TM</sup> generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder**

**Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite<sup>TM</sup> generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in [section 102](#) of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
  3. The diskette or CD ROM is not submitted at the time and place the department designates.

### **C Waiver of Electronic Submittal**

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

## NOTARY FOR PRINCIPAL

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

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

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

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

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

**Notary Seal**

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

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

## NOTARY FOR SURETY

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

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

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

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

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

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 1491-12-71, Village of Wausaukee, STH 180 – N. Village Limits, USH 141, Marinette 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, base aggregate dense, HMA pavement, storm sewer, sanitary sewer, pavement marking, permanent signing 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 time frame for construction of the project within the 2016 construction season for all work except work associated to the detour route mill and resurfacing and within the 2017 construction season for the milling and resurfacing of the designated detour route to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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.

All work except work associated to the detour route mill and resurfacing shall be completed (through all phases of construction stages 1-4 given in the plans) prior to 12:01 AM November 1, 2016.

If the contractor fails to complete the contract work designated for the year 2016 (through all phases of construction stages 1-4 given in the plans) necessary to reopen USH 141 to traffic prior to 12:01 AM November 1, 2016, the department will assess the contractor \$1,940 in interim liquidated damages for each calendar day the roadway remains closed after 12:01 AM November 1, 2016. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

### **Fish Spawning**

There shall be no instream disturbance of Wausaukee River as a result of construction activity under or for this contract, from September 15 to May 1 both dates inclusive, in order to avoid adverse impacts upon the spawning of trout.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

### **Northern Long-eared Bats (*Myotis septentrionalis*)**

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridge, culverts, buildings). Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act.

In order to avoid adverse impacts upon the NLEBs, no clearing within the identified clearing and grubbing limits will be allowed from June 1 to July 31 both dates inclusive.

If the required clearing and removal is not completed by May 31, the department will suspend all clearing and associated work directly impacted by clearing. The department will issue a notice to proceed with clearing and associated work directly impacted by clearing after consulting with the United States Fish and Wildlife Service (USFWS).

Submit a schedule and description of Clearing and/or Grubbing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

## **4. Traffic.**

Maintain access to all private and commercial entrances at all times for local residents, businesses, and emergency vehicles. Notify property owners 48 hours in advance of work performed adjacent to their properties that will temporarily restrict access.

One intersecting side street may be closed at a time during daytime hours except for STH 180 except during stage 1 when Division Street and 1<sup>st</sup> Street may be closed at the same time. No side streets may be closed from Thursday August 25, 2016 to Sunday August 28, 2016 due to the Marinette County Fair.

### **Sidewalk closure restrictions**

Pedestrian access to businesses and residences shall be maintained throughout the duration of the project on existing concrete sidewalks, temporary sidewalks, or new concrete sidewalks. There is existing sidewalk along the east side of USH 141 from Monroe Avenue to Beach Avenue. There is existing sidewalk along the west side of USH 141 from Van Buren Avenue to Tyler Street. Stage the construction of sidewalk by maintaining the existing concrete sidewalk, installing temporary sidewalks, or newly constructed concrete sidewalk on at least one side of the road at all times.

Temporary sidewalks shall be a hard surface conforming to item Temporary Pedestrian Surface Asphalt.

Once any section of concrete sidewalk has been removed, install temporary or permanent sidewalk within ten working days of the removal. Install temporary pedestrian safety fence to separate pedestrians from the work areas. Due to the existing narrow terrace widths, install temporary pedestrian safety fence prior to removal of the existing inlets, storm sewer, manholes, and curb and gutter. Temporary pedestrian safety fence to remain in place until the new curb and gutter is installed and backfilled.

Temporary sidewalk closures are allowed in order to install storm sewer laterals, sanitary sewer, and water main. Install traffic control in accordance to the standard detail drawing "Traffic Control, Sidewalk Closure" . Limit temporary sidewalk closures to one side of the road at a time. Sidewalks may only be closed in one block increments.

A temporary hard surface crossing is needed at the north and south ends of the sidewalk closures. Each crossing shall be lined with temporary pedestrian safety fence between the work zone and crossing. Temporary crossings to be paid under Temporary Pedestrian Surface Asphalt, Temporary Curb Ramp, and Temporary Pedestrian Safety Fence.

The contractor shall be in contact with property owners when sidewalk closures will take place and coordinate any temporary access needed if alternate access does not exist.

All temporary access points are incidental to the contract.

Provide traffic control signs to direct pedestrians through the work zone to the temporary crossings and sidewalks.

### **Construction Staging**

USH 141 will be constructed in five stages. Northbound USH 141 traffic will be maintained on USH 141, while southbound USH 141 traffic will be detoured on local streets. The detour route will follow Division Street, Tyler Street, and 1<sup>st</sup> Street.

**Stage 1** includes the construction USH 141 from the south limits to Station 59+40, STH 180, 1<sup>st</sup> Street, USH 141 from Station 109+00 to the north limits, and Division Street. 1<sup>st</sup> Street and Division Street may be closed during this stage. The remainder of the work during this stage is to be done under a flagging operation during daytime hours. Traffic during this stage will be maintained on asphaltic pavement or a minimum of 6 inches of salvaged asphaltic pavement base at all times. USH 141 shall be open to two-way traffic at the end of each day. USH 141, STH 180, 1<sup>st</sup> Street, and Division Street will have all three lifts of HMA pavement paved during this stage.

Sawing of asphalt and concrete may be done anywhere within the project limits during this stage.

From Station 52+50 to Station 59+40 RT the sidewalk is not required to be built during this stage. The sidewalk is required to be finished by the end of Stage 2.

From Station 109+00 to 111+25 LT the sidewalk and fill from the back of curb to the slope intercept is not required to be built during this stage. Tie in the slope behind the back of curb at a 4:1 slope temporarily. This area is required to be finished by the end of Stage 3.

**Stage 2** includes the construction of the east half of USH 141 from Station 59+40 to 109+00. Northbound USH 141 traffic will be shifted to the west side of USH 141. Southbound USH 141 traffic will be directed to the detour route. USH 141 and all of the side streets along the east side will have only the two lower lifts of HMA pavement paved during this stage.

This stage will also include the installation of any storm sewer and inlets along the west side that are necessary to maintain drainage. It will also include the sanitary sewer work north of Fairgrounds Road. Traffic may be shifted to the east side of USH 141 at these locations during daytime hours on a minimum 6 inches of base aggregate dense. Traffic shall be back on the west side of USH 141 at the end of each day. Areas of pavement along the west side of USH 141 that were removed for sewer work shall be patched with temporary asphaltic surface by noon on Friday of the same week that they were removed.

**Stage 3** includes the construction of the west half of USH 141 from Station 59+40 to 109+00. Northbound USH 141 traffic will be shifted back to the east side of USH 141. Southbound USH 141 traffic will remain on the detour route. USH 141 and all of the side streets along the west side will have all three layers of HMA pavement paved during this stage.

This stage may also include finishing the sidewalk and fill outside of the back of curb from Station 109+00 to 111+25 LT.

**Stage 4** includes paving the surface layer on the east half of USH 141 from Station 59+40 to 109+00 and all of the sideroads on the east side within those limits. Northbound USH 141 traffic will be shifted to the west side of USH 141. Southbound USH 141 traffic will remain on the detour route.

**Stage 5** includes milling and resurfacing the detour route. Northbound and southbound USH 141 traffic will be put back to their normal alignment on USH 141. The paving and milling operations will be done under flagging during daytime hours.

#### **Wisconsin Lane Closure System Advanced Notification**

Provide the following advance notification to the engineer for incorporation into the Wisconsin Lane Closure System (LCS).

**TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION**

Closure type with height, weight, or width restrictions (available width, all lanes in one direction $\leq 16'$ )	MINIMUM NOTIFICATION
Lane and shoulder closures	14 calendar days
Full roadway closures	14 calendar days
System and service ramp closures	14 calendar days
Full system and service ramp closures	14 calendar days
Detours	14 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction $> 16'$ )	MINIMUM NOTIFICATION
Lane and shoulder closures	3 business days
System and service ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.

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

Both the department and Village of Wausaukee personnel will inspect construction of sanitary sewer and water main under this contract. However, final acceptance of the sanitary sewer and water main construction will be by the Village of Wausaukee. A WDNR Sanitary Sewer Construction permit has been obtained for this project. A copy of this permit is available by contacting Steve Friberg, Coleman Engineering at (906) 774-3440. 105-001 (20140630)

## **6. Referenced Construction Specifications.**

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

## **7. Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 141 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;
- From noon Friday, May 26, 2017 to 6:00 AM Tuesday, May 30, 2017 for Memorial Day;
- From noon Friday, June 30, 2017 to 6:00 AM Wednesday, July 5, 2017 for Independence Day.

107-005 (20050502)

## **8. Work By Others.**

The Village of Wausaukee will be paving the following streets adjacent to USH 141 during the 2016 or 2017 construction seasons: Monroe Avenue, Van Buren Ave, Harrison Ave, and Tyler Street.

Wisconsin Public Service will be installing a lighting system along USH 141 from Station 70+10 to Station 102+45. There will be 26 lights installed at the following locations:

- Station 70+10, 26' LT
- Station 70+99, 25' RT
- Station 72+04, 25' RT
- Station 73+31, 23' RT
- Station 74+46, 25' RT
- Station 75+82, 22' RT
- Station 77+07, 24' RT
- Station 78+33, 23' RT
- Station 79+50, 25' RT
- Station 80+70, 24' RT
- Station 81+97, 25' RT

- Station 83+14, 22' RT
- Station 84+15, 22' RT
- Station 85+41, 24' RT
- Station 86+67, 23' RT
- Station 88+26, 21' RT
- Station 89+85, 22' RT
- Station 91+29, 22' RT
- Station 92+51, 33' RT
- Station 93+84, 22' RT
- Station 95+34, 21' RT
- Station 96+82, 21' RT
- Station 98+33, 21' RT
- Station 99+83, 21' RT
- Station 101+32, 21' RT
- Station 102+45, 34' RT

The lighting system will be installed in the spring of 2016. This decorative lighting project requires that the bases be pre-installed to accommodate the underground wire. Due to the location of the new curb and gutter this work has to be done concurrently with the road project. WPS can complete their work as soon as the grade is within 6 inches of final grade at the base locations. Notify WPS at least 14 calendar days prior to these locations being ready. WPS will need two weeks to complete their work.

WPS electric contact is Steve VanCampenhout, (877) 724-4296 or (715) 923-0583 and [savancampenhout@wisconsinpublicservice.com](mailto:savancampenhout@wisconsinpublicservice.com).

## 9. Utilities.

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

**CenturyLink - Communications** has underground facilities throughout the project.

CenturyLink will relocate the following facilities by March 8, 2016:

- The fiber optic and copper cables from approximately Station 56+90 RT to approximately Station 58+76 RT will be lowered.
- The 25 pair copper cable crossing at approximately Station 64+95 will be relocated to approximately Station 64+60.
- A new 25 pair copper cable will be located from approximately Station 64+60 RT to approximately 65+30 RT. (Note: the existing fiber optic and copper cable will be retained in this segment)
- The 25 pair copper cable from approximately Station 64+95 LT to Station 67+65 LT will be relocated from approximately Station 64+60 LT to Station 67+65 LT.
- A new 400 pair copper cable crossing will be done at approximately Station 78+52.

- The copper cable crossing at Station 94+14 will be relocated to approximately Station 94+26.
- The copper cable from Station 94+14 LT to Station 98+20 LT will be relocated from Station 94+26 LT to Station 98+20 LT and will be relocated to outside of the right-of-way.
- The fiber optic and copper cables from approximately Station 98+92 RT to approximately Station 111+65 RT will be relocated from approximately Station 98+92 RT to approximately Station 108+60 RT adjacent to the right-of-way.
- The copper cable crossing of USH 141 and CTH C at approximately Station 103+18 will be relocated to approximately Station 103+77.
- The fiber optic and cable crossing at Station 108+05 will be relocated to Station 108+60.
- The fiber optic and cable from approximately Station 108+60 RT to approximately Station 111+65 RT along with the crossings of USH 141 at Station 110+45 and Station 111+65 will be relocated along the north side of North Avenue to Division Street and then along the east side of Division Street including a crossing of USH 141 at Station 108+60.
- The new fiber optic and copper cables placed along the north side of Division Street will tie into existing facilities going north along the west side of USH 141 at approximately Station 111+70 LT.

CenturyLink contact is Patrick Tracy, (715) 856-9138 or (715) 927-0970 and [patrick.tracy@centurylink.com](mailto:patrick.tracy@centurylink.com).

**Village of Wausaukee – Sanitary Sewer** has underground facilities throughout the project. Sanitary sewer utility work is part of this contract.

The village utility contact is Lonnie Bamberg, (715) 856-5341 or (715) 927-1302 and [utility@villageofwausaukee.com](mailto:utility@villageofwausaukee.com).

**Village of Wausaukee – Water** has underground facilities throughout the project. Water utility work is part of this contract.

The village utility contact is Lonnie Bamberg, (715) 856-5341 or (715) 927-1302 and [utility@villageofwausaukee.com](mailto:utility@villageofwausaukee.com).

**Wisconsin Public Service (WPS) - Gas** has underground facilities throughout the project.

The 6-inch plastic gas main will be lowered from Station 48+00 to 51+00 USH 141 RT by March 8, 2016.

The 3-inch plastic gas main between Station 88+00 and 91+00 USH 141 LT may need to be lowered in some areas. This will require removal of customer driveways and sidewalks to verify existing depths of the main. Notify WPS four days prior to removing the concrete in



this area. WPS work can be completed in less than a day and it will reduce the inconvenience for the customers.

WPS gas contact is Howard Sorensen, (906) 863-4359 or (715) 923-6806 and [hjsorensen@wisconsinpublicservice.com](mailto:hjsorensen@wisconsinpublicservice.com).

**Wisconsin Public Service – Electric** has overhead and underground facilities throughout the project.

WPS will relocate the following facilities by June 1, 2016:

Left Side

- At Station 65+18, 45.5' LT, existing WPS pole to remain and will need to be worked around.
- At Station 65+75, 42' LT, existing customer owned service pole and underground service line to remain and will need to be worked around.
- At Station 69+54, 27' LT, existing WPS pole will be relocated to Station 69+55, 30.5' LT and reused the existing anchor.
- At Station 70+10, 25' LT, existing WPS pole will be relocated to Station 70+25, 21.5' LT with a new anchor northwest over sidewalk. Also, spliced into the existing underground service wire to the Wausaukee welcome sign to the north.
- At Station 75+98' LT, existing WPS pole will be relocated to Station 74+98, 20.5' LT.
- From Station 74+98, 22' LT to Station 88+99, 22' LT, new WPS underground line to be installed.
- At Station 76+92, 29' LT, existing WPS pole will be removed.
- At Station 76+82, 20.5' LT, installed new WPS light pole.
- At Station 77+73, 24' LT, existing WPS pole will be removed.
- At Station 78+55, 29.5' LT, new WPS underground service line and pole with light and sidewalk guy and anchor to the southeast.
- At Station 78+56, 31' LT, new WPS underground transformer.
- At Station 79+15, 22' LT, existing WPS pole will be removed.
- At Station 80+06 LT, new WPS pole, underground service line and transformer to be installed on private property.
- At Station 80+40, 21' LT, existing WPS pole will be removed.
- At Station 81+27, 31' LT, new WPS pole, underground service line and transformer to be installed. New pole will be approximately 5.5' north of proposed storm sewer and will need to be worked around.
- At Station 81+79, 21' LT, existing WPS pole will be removed.
- At Station 82+84, 21' LT, existing WPS pole will be removed.
- At Station 84+12, 21' LT, existing WPS pole will be relocated to Station 84+00 LT at the corner easement of Family Dollar with a new underground service line and transformer.
- At Station 85+46, 22' LT, existing WPS pole will be removed.

- At Station 86+10 LT, new WPS underground service line to existing private light on pole.
- At Station 86+55, 22' LT, existing WPS pole will be removed.
- At Station 87+20, 31' LT, new WPS underground service line and transformer to be installed.
- At Station 87+66, 22' LT, existing WPS pole will be removed.
- At Station 89+02, 23' LT, existing WPS pole will be relocated to Station 88+98, 32' LT with an underground transformer.
- From Station 88+99, 22' LT to Station 90+37, 30' LT, new WPS underground line to be installed.
- At Station 90+45, 24' LT, existing WPS pole will be relocated to Station 90+37, 30' LT with a new anchor south and underground riser.
- At Station 91+62, 24' LT, existing WPS pole will be relocated to Station 91+30, 31' LT.
- At Station 92+79, 26' LT, existing WPS pole will be relocated to Station 92+78, 32' LT.
- At Station 94+28, 33' LT, existing WPS pole will be relocated to Station 94+35, 32' LT with a new anchor north.
- At Station 95+95, 30' LT, existing WPS pole will be relocated to Station 96+13, 33' LT.
- At Station 97+45, 34' LT, WPS to replace anchor.

#### Right Side

- At Station 51+79, 60' RT, existing WPS pole will be relocated to Station 51+75, 64' RT with a new anchor west.
- At Station 53+25, 68' RT, existing WPS pole will be relocated to Station 53+25, 66.5' RT and will need to be worked around.
- At Station 55+50, 70.5' RT, existing WPS pole to remain and will need to be worked around.
- At Station 56+70, 71.5' RT, existing WPS pole and underground line going east to remain and will need to be worked around.
- At Station 58+60, 70.5' RT, existing WPS pole to remain and will need to be worked around.
- At Station 60+55, 69.5' RT, existing WPS pole to remain and will need to be worked around.
- At Station 61+10, 75' RT, existing WPS pole to remain and will need to be worked around.
- At Station 61+50, 68' RT, existing WPS pole to remain and will need to be worked around.
- At Station 65+05, 46.5' RT, existing WPS pole to remain and will need to be worked around.
- At Station 65+71, 66' RT, existing WPS pole to remain and will need to be worked around.
- At Station 69+75, 28' RT, existing WPS pole to remain and will need to be worked around.
- At Station 75+00, 30' RT, existing WPS pole will be relocated to Station 74+99.5, 32' RT.

- At Station 77+57, new WPS underground service line crossing USH 141 to existing pole at Station 77+57, 30' RT.
- At Station 79+01, 33' RT, existing WPS pole will be removed.
- At Station 81+95 RT, new WPS underground service line crossing USH 141.
- At Station 81+80, 23' RT, existing WPS pole will be removed.
- At Station 82+84, 24' RT, existing WPS pole will be removed.
- At Station 84+00 RT, new WPS underground line crossing USH 141 continuing to the east along the south side of Harrison Ave past the project limits.
- At 84+40, 45' RT, new WPS underground service line crossing Harrison Ave.
- At Station 84+60, 30' RT, existing WPS pole will be removed.
- At Station 87+53 RT, new WPS underground service line crossing USH 141 and new underground transformer on the parcel line.
- At Station 88+82, new WPS underground service line crossing USH 141 to new pole at Station 88+82, 20.5' RT.
- From Station 88+82, 22' RT to Station 88+25, 22' RT, new WPS underground line to be installed.
- At Station 88+28, 22' RT, existing WPS pole will be relocated to Station 88+25, 20.5' RT.
- At Station 90+25, 30' RT, existing WPS pole to remain. Also, a new underground electric service line will be installed across the highway to the existing service pole on private property at Station 90+40, 82' LT.
- At Station 103+20, 37' RT, existing WPS pole to remain and will need to be worked around.
- At Station 107+85, 44' RT, existing WPS pole to remain and will need to be worked around.

WPS electric contact is Steve VanCampenhout, (877) 724-4296 or (715) 923-0583 and [savancampenhout@wisconsinpublicservice.com](mailto:savancampenhout@wisconsinpublicservice.com).

**Packerland Broadband – Communications** has underground facilities throughout the project.

Packerland Broadband will relocate the following facilities during construction. It is estimated that this work will require five (5) working days to complete. Please contact Packerland Broadband at least three (3) working days in advance of performing work at the following locations where facilities are in conflict:

- Fiber optic will be lowered from Station 47+50 RT to Station 51+50 RT.
- Fiber optic may be lowered from Station 51+50 RT to Station 65+50 RT.
- Fiber optic will be lowered during culvert replacement from Station 52+00 RT to Station 53+00 RT.
- Tree plantings will need adjustment to avoid fiber optic from Station 53+25 RT to Station 62+00 RT.

- Fiber optic will be lowered at Station 60+50 RT during storm sewer installation.
- Tree plantings will need adjustment to avoid fiber optic from Station 62+00 RT to Station 64+50 RT.

Packerland Broadband contact is Wayne Cretton, (906) 774-6621 ext.2328 or (906) 282-3768 and [wayne.cretton@packerlandbroadband.com](mailto:wayne.cretton@packerlandbroadband.com).

## **10. Railroad Insurance and Coordination.**

### **A Description**

Comply with standard spec 107.17 for all work affecting Escanaba and Lake Superior Railroad Company property and any existing tracks.

#### **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 Escanaba and Lake Superior Railroad Company.

Notify evidence of the required coverage, and duration to Tom Klimek, Vice-President, Marketing, Green Bay Operations at 6366 South 1st Street, Wells, MI 49894, Telephone (920) 435-8006, Fax (920) 435-6281 and Email [elsklimek@gmail.com](mailto:elsklimek@gmail.com). Include the following information on the insurance document:

Project Id: 1491-12-71

Route Name: VILLAGE OF WAUSAUKEE, STH 180 – N. VILLAGE LIMITS

Crossing ID: 388519N DIVISION STREET and 388524K 1<sup>ST</sup> STREET

Railroad Subdivision: CRIVITZ-GREEN BAY

Railroad Milepost: 259.05 and 582.09

#### **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.

- Rehabilitate the crossing on Division Street and 1<sup>st</sup> Street. This work will be done after USH 141 traffic is removed from the detour route. This work will require coordination by the contractor with the railroad. The paving of the approaches at the crossings will be done under this contract in conjunction with the milling and resurfacing of the detour route.

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

Contact Tom Klimek, Vice-President, Marketing, Green Bay Operations, 529 S Jefferson Street, Suite 108, PO Box 85, Green Bay WI 54305 Telephone (920) 435-8006, Fax (920) 435-6281 and Email [elsklimek@gmail.com](mailto:elsklimek@gmail.com) for consultation on railroad requirements during construction and flagging arrangements.

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 two (2) through freight trains operate daily through the construction site. Through freight trains operate at up to 10 mph.  
107-026 (20130615)

### **11. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.**

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Paul Zoellner at (920) 492-0132.  
107-054 (20080901)

### **12. Environmental Protection, (Wood Turtles).**

Wood turtles, a state threatened species, are known to inhabit the Wausaukee River and its riparian corridor. It is reasonable to assume that wood turtles may be present at or near the project site during construction. If project construction starts in the spring, protect the perimeter of the areas to be disturbed with properly trenched-in silt fence prior to May 1 to discourage turtles from entering the work area. If the construction area cannot be silt-fenced by May 1, install the silt fence prior to construction activities. Also, survey the area behind the silt fence and remove all turtles confined within the project area prior to any site disturbance. Complete the survey and removal of turtles from construction areas periodically throughout the construction period.  
(NER11-0127)

### **13. Environmental Protection, Decontamination of Construction Equipment.**

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, "Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters", details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources [http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection\\_protocols.pdf](http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection_protocols.pdf) for disinfection:

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
  - a. Washing with ~212° F water (steam clean), or
  - b. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
  - c. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.  
107-055 (20130615)

#### **14. Environmental Protection, Dewatering.**

*Supplement standard spec 107.18 as follows:*

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion

controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website: [http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)

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

## **15. Coordination with Businesses.**

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting prior to the start of work under this contract and two meetings per month thereafter. The contractor shall notify all parties in writing a minimum of ten days prior to the first meeting being held.  
(NER12-1003)

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

### **A Description**

#### **A.1 General**

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility. The closest DNR approved bioremediation facility is Waste Management – Ridgeview, 6207 Hempton Lake Road, Whitelaw, WI 54247 and Veolia Hickory Meadows, W3105 Schneider Road, Chilton, WI 54129.

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

#### **A.2 Notice to the Contractor – Contaminated Soil Location(s)**

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

1. Station 65+62 to 68+75 from centerline to TLE limits LT of centerline.
2. Station 73+08 to 75+46 from from centerline to TLE limits LT of centerline.
3. Station 78+64 to 80+50 from from centerline to TLE limits LT of centerline.
4. Station 90+63 to 92+70 from from centerline to TLE and right-of-way limits RT of centerline.
5. Station 92+68 to 94+15 from from centerline to TLE limits LT of centerline.

Contaminated soil and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soil and/or USTs are encountered at other locations, terminate excavations in that area and notify the engineer. Contaminated soil at other locations shall be managed by the contractor under this contract and USTs will be removed by others.

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

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

### **A.3 Coordination**

Coordinate work under this contract with the environment consultant. Environmental consultant contact information will be made available at the preconstruction meeting or by contacting Kathie VanPrice, WisDOT Northeast Region by phone at (920) 492-7175 or by email at [Kathie.vanprice@dot.wi.gov](mailto:Kathie.vanprice@dot.wi.gov).

The role of the environmental consultant will be limited to:

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

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

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



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

#### **A.4 Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

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

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

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

#### **C Construction**

*Supplement standard spec 205.3 with the following:*

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

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

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

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

- Contaminated soil for off-site treatment and disposal at the WDNR-licensed bioremediation facility, or
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 100 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

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

#### **D Measurement**

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

#### **E Payment**

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

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

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

## **17. Select Borrow.**

Conform to the requirements of standard spec 208 and as hereinafter provided.

### **Material**

Furnish and use material that consists of granular material meeting the following requirements: Not more than 25% of that portion passing the No. 4 sieve shall pass the No. 200 sieve.

In lieu of the select borrow excavation material defined above, Breaker Run Stone may be used as an equal alternate, as long as its placement follows the guidelines set forth in standard spec 520.3.4.1.  
(NER11-0127)

## **18. Granular Backfill.**

*Replace standard spec 209.2.1(1) with the following:*

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

*Replace standard spec 209.2.1(2) with the following:*

- (2) For backfill for trench excavation, use a maximum size of any gravel or stone so that 100 percent passes a 6-inch sieve, not less than 85 percent by weight passes a 3-inch sieve, and not less than 25 percent by weight passes a No. 4 sieve. For bedding under a culvert pipe, use granular backfill that consists substantially of sand with all particles retained on a one-inch sieve removed.  
(NER14-0205)

## **19. Temporary Roadway Maintenance.**

Contractor is responsible for any temporary roadway maintenance required in the open lanes of the existing roadway. Respond within 12 hours of any call for maintenance. Cost of work, such as repairing potholes during construction will be paid for under bid item 465.0110, Asphalt Surface Patching.

## **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://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/rdwy/default.aspx>

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

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

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

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

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

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

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

4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

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

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

### **B.2 Personnel**

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

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

- [1] Plant personnel under the direct observation of an aggregate technician certified at level one or higher may operate equipment to obtain samples.
- (2) A certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

### **B.3 Laboratory**

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:
- Materials Management Section  
3502 Kinsman Blvd.  
Madison, WI 53704  
Telephone: (608) 246-5388
- <http://wisconsin.dot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

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

#### **B.4.1 General**

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

#### **B.4.2 Records**

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

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

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
1. Contractor individual QC tests.
  2. Department QV tests.
  3. Department IA tests.
  4. Four-point running average of the QC tests.

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

## **B.5 Contractor Testing**

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

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:  
Gradation..... AASHTO T 27  
Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.

- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  1. Control limits are at the upper and lower specification limits.
  2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
  3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
  4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

### **B.6.2 Fracture**

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

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

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

## **B.7 Corrective Action**

### **B.7.1 General**

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

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

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  2. For fracture, increase the QC testing frequency to at least one test per gradation test.



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

## **B.8 Department Testing**

### **B.8.1 General**

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within two 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 (20151210)

**21. Coloring Concrete Red, Item 405.0100.**

*Add the following to standard spec 405.2.4.1, Colored Concrete Mix Approval General:*

Test slab color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed.

(NER11-1031)

**22. Protection of Concrete.**

*Add the following to standard spec 415.3.14:*

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

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

(NER11-0127)

## **23. HMA Pavement Type E-10.**

*Add the following to standard spec 460.2.2.3:*

The aggregates for lower layers of pavement less than 2¼ inches thick shall conform to the gradation requirements in standard spec 460.2.2.3, based on a nominal size of 12.5 mm.

Place HMA Pavement Type E-10 in three layers consisting of a 1¾-inch upper layer, a 1¾-inch lower layer, and a 2¼-inch lower layer.

## **24. Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.**

### **A Description**

This special provision describes reheating the abutting edge of the previously compacted layer in the adjacent lane while paving mainline asphalt pavements.

### **B (Vacant)**

### **C Construction**

#### **C.1 Equipment**

Provide a self-contained heating unit that heats by convection only. Do not use forced air to enhance the flame. Provide a fireproof barrier between the flame and the heater's fuel source. The heater must produce a uniform distribution of heat within the heat box. Provide automatic controls to regulate the heater output and shutoff the heater when the paver stops or the heater control system loses power.

Mount the heater on the paver inside the paver's automatic leveling device.

#### **C.2 Reheating Joints**

Evenly reheat at least an 8 inch (200 mm) wide strip of the previously compacted layer in the adjacent lane as follows:

- Reheat the joint to within 60 degrees F (15 degrees C) of the mix temperature at the paver auger. Measure joint temperature immediately behind the heater.

The engineer may allow the required joint reheat temperatures to be cooler than specified to adjust for weather, wind, and other field conditions. Coordinate the heater output and paver speed to achieve the required joint reheat temperature without visible smoke emission.

### **D Measurement**

The department will measure Reheating HMA Pavement Longitudinal Joints by the linear foot, acceptably completed, as measured along each joint for each layer of asphalt placed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
460.4110.S	Reheating HMA Pavement Longitudinal Joints	LF

Payment is full compensation for furnishing all the work required under this bid item.  
460-015 (20140630)

## **25. QMP HMA Pavement Nuclear Density.**

### **A Description**

Replace standard spec 460.3.3.2 (1) and standard spec 460.3.3.2 (4) with the following:

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  1. Selection of test sites.
  2. Testing.
  3. Necessary adjustments in the process.
  4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:  
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:  
<http://www.atwoodsystems.com/mrs>

### **B Materials**

#### **B.1 Personnel**

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (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.

## **B.2 Testing**

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter position. Perform each test for 4 minutes of nuclear gauge count time.

## **B.3 Equipment**

### **B.3.1 General**

- (1) Furnish nuclear gauges from the department's approved product list at <http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:  
Materials Management Section  
3502 Kinsman Blvd.  
Madison, Wisconsin 53704  
Telephone: (608) 243-5998

### **B.3.2 Correlation of Nuclear Gauges**

#### **B.3.2.1 Correlation of QC and QV Nuclear Gauges**

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft<sup>3</sup>. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft<sup>3</sup> and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

### **B.3.2.2 Correlation Monitoring**

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft<sup>3</sup> of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft<sup>3</sup> of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

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

### **B.4.1 Lot and Sublot Requirements**

#### **B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances**

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.

- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

<b>Lane Width</b>	<b>No. of Tests</b>	<b>Transverse Location</b>
5 ft or less	1	Random
Greater than 5 ft to 9 ft	2	Random within 2 equal widths
Greater than 9 ft	3	Random within 3 equal widths

**Table 1**

#### **B.4.1.2 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts**

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one subplot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

<b>Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage</b>	<b>Minimum Number of Tests Required</b>
25 to 100 tons	1
101 to 250 tons	3
251 to 500 tons	5
501 to 750 tons	7

**Table 2**

#### **B.4.2 Pavement Density Determination**

##### **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

- (1) Calculate the average subplot densities using the individual test results in each subplot.
- (2) If all subplot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any subplot average is more than one percent below the target density, do not include the individual test results from that subplot when computing the lot average density and remove that subplot's tonnage from the daily quantity for incentive. The tonnage from any such subplot is subject to disincentive pay according to standard spec 460.5.2.2.

##### **B.4.2.2 Mainline Shoulders**

###### **B.4.2.2.1 Width Greater Than 5 Feet**

- (1) Determine the pavement density as specified in B.4.2.1.



#### **B.4.2.2.2 Width of 5 Feet or Less**

- (1) If all subplot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a subplot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

#### **B.4.2.3 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts**

- (1) Determine the pavement density as specified in B.4.2.1.

#### **B.4.2.4 Documentation**

- (1) Document QC density test data as specified in CMM 8.15. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

#### **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

## **B.5 Department Testing**

### **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft<sup>3</sup> of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft<sup>3</sup> each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft<sup>3</sup>, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft<sup>3</sup> after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

### **B.5.2 Independent Assurance Testing**

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

## **B.6 Dispute Resolution**

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.
- (2) The testers may use correlation monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.

- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

## **B.7 Acceptance**

- (1) The department will not accept QMP HMA Pavement Nuclear Density if a non-correlated gauge is used for contractor QC tests.

## **C (Vacant)**

## **D (Vacant)**

## **E Payment**

### **E.1 QMP Testing**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the 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.

### **E.2 Disincentive for HMA Pavement Density**

- (1) The department will administer density disincentives according to standard spec 460.5.2.2.

### **E.3 Incentive for HMA Pavement Density**

- (1) Delete standard spec 460.5.2.3.
- (2) If the lot density is greater than the minimum specified in standard spec table 460-3 and all individual air voids test results for that mixture are within +1.0 percent or -0.5 percent of the design target in standard spec table 460-2, the department will adjust pay for that lot as follows:

<b>Percent Lot Density Above Minimum</b>	<b>Pay Adjustment Per Ton</b>
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.
- (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.

- (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.  
460-020 (20100709)

## **26. Concrete Sidewalk 4-Inch.**

This work shall be according to standard spec 602, as shown on the plans, and as hereinafter provided.

Maintain or provide pedestrian access to adjacent properties and businesses where necessary, as directed by the engineer. Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete and other obstructions on the sidewalk area at the entrances to buildings or as directed by the engineer. The cost of bridging shall be included in the unit bid price for Concrete Sidewalk, 4-Inch.

## **27. Adjusting Manhole Covers.**

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

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove or do not install the designated manhole covers and install a temporary cover plate over the opening. Pave the first two layers of HMA Pavement. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade and patch the area surrounding the manhole frame with HMA Pavement Type E-10 in two layers as designated in the plan. The department will measure and pay for the items of HMA Pavement Type E-10, Cover Plates Temporary, and Sawing Asphalt separately.

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

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

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

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

### **A Description**

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

### **B Materials**

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

### **C (Vacant)**

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

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

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

611-006 (20030820)

## **29. 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.

611-010 (20030820)

## **30. Landscape Planting Surveillance and Care Cycles.**

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$500 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

632-005 (20070510)

## **31. Traffic Control.**

Perform this work according to the requirements of standard spec 643, and as shown on the plans or as approved by the engineer, except as hereinafter modified.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan ten days prior to the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work.

Cover existing signs which conflict with traffic control as directed by the engineer.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.  
(NER09-1119)

## **32. Temporary Pedestrian Surface Asphalt, Item 644.1410.S.**

### **A Description**

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

### **B Materials**

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

- Asphaltic surface conforming to standard spec 465.2.
- Pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.

- 1/4 inch minimum steel plate or commercially available prefabricated plates with skid resistant surface coating conforming to Americans with Disabilities Act Accessibility Guidelines. If placed in the roadway, must be able to handle a vehicle weight of 88,000 lbs.

### **C Construction**

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

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

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

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

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

### **D Measurement**

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

### **E Payment**

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

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

Payment is full compensation for providing, maintaining, and removing temporary pedestrian surface.

644-010 (20150630)

## **33. Temporary Curb Ramp, Item 644.1601.S.**

### **A Description**

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



## **B Materials**

Furnish materials as follows:

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

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

## **C Construction**

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

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

## **D Measurement**

The department will measure temporary curb ramps by each individual ramp, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1601.S	Temporary Curb Ramp	Each

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

644-020 (20150630)

## **34. Temporary Pedestrian Safety Fence, Item 644.1616.S.**

### **A Description**

This special provision describes providing, maintaining, and removing the temporary pedestrian safety fence.

### **B Materials**

Furnish notched metal “T” or “U” shaped fence posts weighing 1 1/3 pounds per foot or more.

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

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

The engineer may allow prefabricated fencing systems conforming to Americans with Disabilities Act Accessibility Guidelines.

### **C Construction**

Provide a continuous safety fence with the top edge free of sharp or rough edges.

Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 204.3 when no longer required.

### **D Measurement**

The department will measure Temporary Pedestrian Safety Fence 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
644.1616.S	Temporary Pedestrian Safety Fence	LF

Payment is full compensation for providing, maintaining, and removing the temporary pedestrian safety fence.

644-025 (20150630)

## **35. Locating No-Passing Zones, Item 648.0100.**

For this project, the spotting sight distance in areas with a 45 mph posted speed limit is 0.16 miles (845 feet), 35 mph posted speed limit is 0.13 miles (686 feet), and 25 mph posted speed limit is 0.10 miles (528 feet).

648-005 (20060512)

### **36. Abandoning Sewer, Item SPV.0035.01.**

#### **A Description**

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

#### **B Materials**

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

Provide mortar and brick according to standard spec 519.

#### **C Construction**

##### **C.1 Sanitary Sewer Pipe, 8-Inch**

The east end of the existing 8-inch concrete sanitary sewer pipe currently attaches to a live tee at approximately Station 94+32.

Excavate and seal the west side of the live tee with mortar and brick.

The existing 8-inch concrete sanitary sewer pipe crossing US-141 shall be abandoned by filling with slurry from one end and a vent pipe placed at the other end. Mechanically pump the slurry into the pipe so that the pipe is completely filled. The ends of the pipe shall be sealed with brick and mortar.

##### **C.2 Sanitary Sewer Pipe, 10-Inch**

The east end of the existing 10-inch concrete sanitary sewer pipe currently attaches to a live manhole at Station 97+11.

Excavate and seal the west side of the live manhole with mortar and brick.

The existing 10-inch concrete sanitary sewer pipe crossing US-141 shall be abandoned by filling with slurry from one end and a vent pipe placed at the other end. Mechanically pump the slurry into the pipe so that the pipe is completely filled. The ends of the pipe shall be sealed with brick and mortar.

##### **C.2 Storm Sewer Pipe, 24-Inch**

The existing storm sewer outfall from Station 99+70 to 100+00 RT will be removed under the Removing Storm Sewer item to a point outside of the proposed back of sidewalk. Excavate and seal both ends of the remaining storm sewer with mortar and brick.

The existing storm sewer shall be abandoned by filling with slurry from one end and a vent pipe placed at the other end. Mechanically pump the slurry into the pipe so that the pipe is completely filled. The ends of the pipe shall be sealed with brick and mortar.

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Abandoning Sewer	CY

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

**37. Planting Mixture, Item SPV.0035.02.****A Description**

This special provision describes supplying and installing planting mixture to a depth of 8 inches in all planting beds as indicated on the plans.

**B Materials**

Planting Mixture shall be a mix of 80 % topsoil, 10% compost and 10% sphagnum moss by volume.

1. Topsoil shall be clean friable silt loam soil as defined by the USDA soil triangle. No clumps of soil shall be greater than 1 inch diameter.
2. Compost shall be commercial quality fully composted dairy manure
3. Sphagnum moss shall be clean, dried, shredded commercially prepared product.  
Harvested local sphagnum moss is not acceptable.

**C Construction**

Place planting mixture in planter in 4 inch lifts, compact planting mix to 90% proctor density, water and place next 4" lift.

**D Measurement**

The department will measure Planting Mixture 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 NUMBER	DESCRIPTION	UNIT
SPV.0035.02	Planting Mixture	CY

Payment is full compensation for furnishing all materials, labor, tools, equipment, to install each unit, including clean-up.

### 38. Aggregate Planting Soil, Item SPV.0035.03.

#### A Description

This special provision describes furnishing and placing Aggregate Planting Soil, as described below and as shown on plans, at areas designated on the plan and at the direction of the engineer. Aggregate Planting Soil is designed to function as a sub-base material under pavement areas, as well as a growing media for tree root zones. Included in this special provision is excavating and disposal of the soil. The aggregate soil shall be used at tree pit locations where stone pavers are to be installed as shown on Drawings; 19 thus.

#### B Materials

Material provided shall be an aggregate soil blend capable of supporting concrete pavement or unit paver walks and at the same time providing a growing medium for trees. Material shall consist of angular rock of varying size with no fines and specified topsoil. Material details or cut-sheets shall be submitted prior to installation for approval by engineer. Geotextile Fabric Type DF Schedule A to be placed in the excavation prior to placement of the Aggregate Planting Soil will be paid for separately.

#### B.1 Aggregate Planting Soil

Topsoil Washed Into Aggregate Soil:

Topsoil shall be washed into the void spaces of the top layer of angular rock in the aggregate soil areas of the structured soils placement areas as shown in the Drawings. Imported topsoil shall meet the requirements of WisDOT Standard Specifications as modified below:

Material Passing 2.00 mm (#10) Sieve	Size	Percent (%)
Clay	<0.002mm	5-10%
Silt	0.002-0.085 mm	20-60%
Sand	0.085 -4.5	40-65%
Organic Matter		5-10%
Soil Ph 6-7		

One Inch Angular Rock:

- All angular rock within the aggregate soil mid-base layer shall meet the following:
- Material shall be clean 100 percent natural crushed limestone
- Maximum Wash Loss of 0.5 percent.
- Minimum Durability Index of 35.
- Maximum Abrasion of 10 percent for 100 revolutions and maximum of 50 percent for 500 revolutions.

- Angular rock for the mid-base shall be uniformly graded with the following gradation (ASTM C-33 Size Number 67):

<b>U.S. Standard Sieve Size</b>	<b>Percent Passing</b>
1 inch (25.0 mm)	100
<sup>3</sup> / <sub>4</sub> inch (19.0 mm)	95-100
3/8 inch (9.5mm)	20-55
No.4 (4.75 mm)	0-10
No.8 (2.36 mm)	0-5

#### Two Inch to Four Inch Angular Rock:

All angular rock within the aggregate soil base layer shall meet the following:

Material shall be clean 100 percent natural crushed limestone.

Maximum Wash Loss of 0.5 percent.

Minimum Durability Index of 35.

Maximum Abrasion of 10 percent for 100 revolutions and maximum of 50 percent for 500 revolutions.

Angular rock for the aggregate soil base layer shall be uniformly graded with the following gradation (ASTM C-33 Size Number 3):

<b>U.S. Standard Sieve Size</b>	<b>Percent Passing</b>
2 ½ inch (63mm)	100
2 inch (50mm)	90-100
1 ½ inch (37.5mm)	35-70
1 inch (25mm)	0-15
½ inch (12.5 mm)	0-5

### C Construction

1. Do not deliver or place soils in frozen, wet, or muddy conditions. Material shall be delivered at or near optimum compaction moisture content, as determined by AASHTO T-99 (ASTM D 698). Stockpiling of material on site will not be permitted.
2. Protect soils from absorbing excess water and from erosion at all times. Do not store materials unprotected from large rainfall events. Do not allow excess water to enter site prior to compaction. If water is introduced into the material after placement, allow material to drain or aerate to optimum compaction moisture content.
3. Two inch to four inch angular rock shall be placed evenly across the bottom of the trenches to the elevations shown on the Drawings. Contractor shall take care to prevent damage to underground utilities while backfilling and compacting. Contractor shall notify engineer of any damage and repair as approved before proceeding.

4. Two inch to four inch angular rock shall be placed into the trench in 6 to 8 inch lifts. After each 6 to 8 inch lift, Contractor shall compact the rock using 4 to 5 passes of a vibratory compactor. Each 6 to 8 inch lift of 2 inch to 4 inch angular rock must be compacted before topsoil can be washed to prevent topsoil from being compacted between the rocks.
5. To wash the topsoil into the rock, topsoil shall first be spread evenly across the rock to a depth of 1 inch. Using a high pressure hose, topsoil shall be evenly washed into the rock just until the surface of the angular rock is exposed. Then, a second 1" lift of topsoil shall be placed on the rock, which is washed in as before. This process shall be performed a total of three times per 6 to 8 inch lift of angular rock. This will result in a total of 3 inches of topsoil being washed into each 6 to 8 inch lift of aggregate.
6. The top layer of 1 inch angular rock shall be placed over the final layer of 2 to 4 inch angular rock. The Contractor shall compact the rock using 4 to 5 passes of a vibratory compactor. Each 6 to 8 inch lift rock must be compacted before topsoil can be washed to prevent topsoil from being compacted between the rocks.
7. Wash topsoil into the layer of 1 inch aggregate. Topsoil shall first be spread evenly across the rock to a depth of 1 inch. Using a high pressure hose, topsoil shall be evenly washed into the rock just until the surface of the angular rock is exposed. Then, a second 1" lift of topsoil shall be placed on the rock, which is washed in as before. This process shall be performed a total of three times per 6 to 8 inch lift of 1 inch angular rock. This will result in a total of 3 inches of topsoil being washed into each 6 to 8 inch lift of aggregate.
8. Compact all materials to peak dry density, using an AASHTO T-99 compaction curve. No compaction shall occur when moisture content exceeds the maximum, as indicated below. Delay compaction 24 hours if moisture content exceeds the maximum. During any delay, protect the soil with plastic or plywood.
9. After installing aggregate soil to required grade, protect from contamination by toxic materials, trash and debris, water containing cement, clay, silt or any material that will alter the particle size distribution of the mix, by using, as cover, plastic or plywood.
10. Upon completion of work, remove all excess fills, soils and mix stockpiles, and legally dispose of all waste materials, trash and debris. Remove all tools and equipment and provide a clean, clear site. Sweep, do not wash surfaces of dirt and mud until sidewalk has been installed over the structural soil. Structured soil placement is from back of roadway curb below public walks and to right-of-way line.

#### **D Measurement**

The department will measure Aggregate Planting Soil 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 NUMBER	DESCRIPTION	UNIT
SPV.0035.03	Aggregate Planting Soil	CY

Payment is full compensation for furnishing, placement, excavation and disposal of soil, and preparation for installation. The department will measure and pay for the Type DF geotextile fabric separately.

**39. Salvage and Reset Inlets, Item SPV.0060.01.****A Description**

This special provision describes salvaging and resetting inlets as shown on the plan.

**B Materials**

Materials shall be according to standard spec 611.2.

**C Construction**

Salvage existing inlet and storm sewer. Reinstall inlet at new end of storm sewer to its final position as designated in the plans. Repair any damage to the inlets and storm sewer as directed by the engineer. Work shall be according to standard spec 611.3.

Dispose of all surplus and unsuitable material properly according to standard spec 205.3.11.

**D Measurement**

The department will measure Salvage and Reset Inlets by each individual unit, acceptably completed. A unit will consist of one inlet.

Any additional storm sewer pipe will be measured and paid for separately under the applicable storm sewer bid item.

**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	Salvage and Reset Inlets	Each

Payment is full compensation for furnishing all excavation; furnishing and installing all materials; grading, shaping and compacting; disposal of excess materials; and for furnishing and placing fill.



#### **40. Sanitary Sewer Manhole, Item SPV.0060.02**

##### **A Description**

This special provision consists of furnishing and installing new standard sanitary sewer manholes.

##### **B Materials**

Provide sanitary sewer manholes of 48-inch inside diameter. Precast reinforced concrete manhole risers and tops shall meet the minimum requirements of ASTM Designation C-478. Precast manhole tops shall be the eccentric cone type. The cone and barrel sections above a depth of 12'0" shall not be less than 5 inches thick with not less than 0.098 square inches per linear foot of reinforcing. For manholes below this depth, barrel sections shall not have less than 0.32 square inches per linear foot. Concrete 28-day compressive strength shall be not less than 4,000 PSI.

Manhole steps shall be steel-reinforced plastic; installed by the manufacturer and shall be Neenah R1981J, M.A. Industries PS 1, or equal. The spacing of the steps shall be 16 inches with an allowable tolerance of 1-inch plus or minus.

All manhole barrel and cone joints shall be tongue and groove and sealed with 1-inch butyl rubber gaskets or butyl rubber rope.

Manhole castings shall conform to the requirements of ASTM A-48, Class 35B (Gray Iron) with tensile strengths of 35,000 PSI. Castings shall be of uniform quality and free from blowholes, shrinkage, distortion, cracks or other defects. They shall be smooth and well cleaned by shot blasting. All manhole castings shall have machined bearing surfaces, concealed pick holes, neoprene ring gasket, and non-rocking cover. The manhole castings shall be Neenah R1642, East Jordan (EJ) 1045, or equal.

Manhole adjustment rings shall be concrete except for manholes located in the roadway. For manholes located in the roadway, the manhole adjustment ring located directly beneath the manhole casting shall be an approved rubber, HDPE, or composite ring. Riser rings shall be East Jordan (EJ) Infra-Riser, Ladtech HDPE Grade Ring, Cretex Pro-Ring, or approved equal.

All new sanitary manholes shall be provided with an external frame/chimney seal. External frame/chimney seals shall be Infi-Shield Uni-band, CCI Pipeline Systems WrapidSeal, or approved equal.

##### **C Construction**

Contractor shall construct and maintain all temporary bypass sewers and be responsible for all bypass pumping of sewage as necessary during construction. The contractor shall be responsible for paying for any cleanup and damage claims, or any fines imposed as a result of spills or overflows that occur as a result of the bypass pumping operations. Bypass pumping shall be provided electrically or by gasoline engine with a critical grade muffler. Contractor shall be responsible for any permits that may be required.

Remove and dispose of all existing manholes and appurtenances that are being replaced by new sanitary manholes. Manhole castings shall be salvaged and be delivered to a location specified by the Village of Wausaukee.

Verify that dimensions and elevations are as indicated on the plans. Contractor must contact engineer if there are any conflicts or discrepancies.

Manholes shall be constructed at the locations and grades indicated on the sewer plans or as staked in the field. All work shall conform to Standard Specification standard spec 611. Excavate as required to install the manhole and subcut to allow installation and compaction of WisDOT Grade 1 stone under the structure as shown on the plans.

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Sanitary Sewer Manhole	Each

Payment for the Sanitary Sewer Manhole bid item is full compensation for providing all materials, labor, and equipment required for excavation; excavation of rocks smaller than 1 cubic yard and rock that does not require blasting; separating removal and disposal of rocks not suitable for use in backfill (stones larger than 6 inches in diameter); dewatering, removal and disposal of unsuitable or excess material; complete removal and disposal of all existing manholes made obsolete by the project both inside and outside the trench; furnishing and installing manholes, temporary removal and replacement of obstacles; temporary surface water control; temporary sheeting and bracing and protection of existing facilities; connection to existing pipes; temporary bypass pumping; backfill, and compaction; and all necessary material including, but not limited to, the manhole base, sections, flexible pipe connectors, joint material, manhole castings (frame and cover), risers, chimney seal, concrete and bedding stone and final adjustment to finished grade; restoration of the work site.

### **41. Sanitary Sewer Manhole Drop, Item SPV.0060.03.**

#### **A Description**

This special provision consists of furnishing and installing new standard sanitary sewer manholes with an outside drop.

## **B Materials**

All material shall meet the requirements of Sanitary Sewer Manhole, Item SPV.0060.02. The outside drop pipe and fittings shall be the same material as the pipe entering the structure.

## **C Construction**

Contractor shall construct and maintain all temporary bypass sewers and be responsible for all bypass pumping of sewage as necessary during construction. The contractor shall be responsible for paying for any cleanup and damage claims, or any fines imposed as a result of spills or overflows that occur as a result of the bypass pumping operations. Bypass pumping shall be provided electrically or by gasoline engine with a critical grade muffler. Contractor shall be responsible for any permits that may be required.

Remove and dispose of all existing manholes and appurtenances that are being replaced by new sanitary manholes. Manhole castings shall be salvaged and be delivered to a location specified by the Village of Wausaukee.

Verify that dimensions and elevations are as indicated on the plans. Contractor must contact engineer if there are any conflicts or discrepancies.

Manholes shall be constructed at the locations and grades indicated on the sewer plans or as staked in the field. All work shall conform to Standard Specification standard spec 611. Excavate as required to install the manhole and subcut to allow installation and compaction of WisDOT Grade 1 stone under the structure as shown on the plans.

The drop pipe shall be anchored to the manhole with masonry fasteners. The pipe shall be enclosed in precast concrete horseshoe units and the annular space between the drop pipe and the horseshoes shall be filled with concrete. The outside drop shall be supported by a precast concrete footing.

## **D Measurement**

The department will measure Sanitary Sewer Manhole Drop as each individual drop manhole, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Sanitary Sewer Manhole Drop	Each

Payment for the bid item is full compensation for providing all materials, labor, and equipment required for excavation; excavation of rocks smaller than 1 cubic yard and rock that does not require blasting; separating removal and disposal of rocks not suitable for use in backfill (stones larger than 6 inches in diameter); dewatering, removal and disposal of unsuitable or excess material; complete removal and disposal of all existing manholes made obsolete by the project both inside and outside the trench; furnishing and installing

manholes, temporary removal and replacement of obstacles; temporary surface water control; temporary sheeting and bracing and protection of existing facilities; connection to existing pipes; temporary bypass pumping; backfill, and compaction; and all necessary material including, but not limited to, the manhole base, sections, concrete horseshoe straps, fasteners, straps, flexible pipe connectors, joint material, manhole castings (frame and cover), risers, chimney seal, concrete and bedding stone and final adjustment to finished grade.

## **42. Sanitary Sewer Manhole Core, Item SPV.0060.04.**

### **A Description**

This special provision consists of coring existing manhole, installing pipe to manhole connector and constructing channel and bench in manhole.

### **B Materials**

Watertight pipe to manhole connector conforming to ASTM C923 manufactured by Kor-N-Seal, A-Lok, PSX, or equal.

Provide mortar and concrete according to the latest version of WisDOT Standard Specifications for Road and Bridge Construction.

### **C Construction**

Remove existing concrete bench as necessary to accommodate new pipe.

Core existing manhole to accommodate the proposed pipe at the location and elevation shown on the plans.

Install pipe to manhole connector.

Construct new channel and bench according to Section 34.4 of the latest edition of Recommended Standards for Wastewater Facilities (10 States Standards).

### **D Measurement**

The department will measure Sanitary Sewer Manhole Core 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.0060.04	Sanitary Sewer Manhole Core	Each

Payment is full compensation for removal of existing concrete bench, coring of existing manhole, installation of pipe to manhole connector and construction of manhole channel and bench.

#### **43. Water Main Gate Valve Box 6-Inch, Item SPV.0060.05.**

##### **A Description**

This special provision consists of furnishing and installing gate valve boxes.

##### **B Materials**

Gate valve boxes shall be cast iron, three-sectional type; minimum 5-inch inside diameter center section; large enough base section to fit over the valve bonnet; upper section shall screw down on the adjoining section and be full diameter throughout; non-locking cast iron lids or covers marked with the word "WATER". Valve boxes shall be Tyler, East Jordan (EJ), or approved equal.

All valve boxes shall be installed upon the valve with the use of a Gate Valve Adaptor. The adaptor shall be installed in lieu of hardwood blocking and shall be incidental to the valve box installation. The gate valve adaptor shall be 1/4-inch steel with UV Polyurethane protective coating and 3/4-inch rubber gasket attached to gate valve adaptor. The gate valve adaptor shall be Adaptor, Inc., or approved equal.

##### **C Construction**

The contractor shall install valve box according to this special provision, the plan detail, manufacturer's recommendations and according to Standard Specifications for Sewer & Water Construction in Wisconsin.

Remove and deliver existing valve box to a location specified by the Village of Wausaukee.

Install crushed stone and geotextile fabric as shown in the plan detail. Install gate valve adaptor according to manufacturer's recommendations.

The valve box shall be accurately plumbed and centered over the valve operating nut.

The valve box cover shall be set flush with finished grade.

##### **D Measurement**

The department will measure Water Main Gate Valve Box 6-Inch as each individual valve box, acceptably completed.

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Water Main Gate Valve Box 6-Inch	Each

Payment is full compensation for removal and delivery of existing valve box, furnishing and installing the gate valve box and gate valve adaptor, including, but not limited to all excavation, dewatering, bed preparation, stone, fabric, backfill, and compaction.

**44. Water Main Bend 45 Degree 6-Inch, Item SPV.0060.06, Water Main Bend 22.5 Degree 6-Inch, Item SPV.0060.07, Water Main Bend 11.25 Degree 6-Inch, Item SPV.0060.08, Water Main Tee 6-Inch, Item SPV.0060.09.**

**A Description**

This special provision describes furnishing and installing ductile iron fittings necessary to construct water system modifications.

**B Materials**

Fittings shall be ductile iron fittings that conform to AWWA C110/ANSI A-21.20 or AWWA C153/ANSI C21.53. Fittings shall be Tyler, Union Foundry, or approved equal.

Joint restraint shall be EBAA Iron, Inc. MegaLug Series 1100, or approved equal.

Lining/Coating shall conform to AWWA C104 – cement mortar lining and seal coating.

**C Construction**

Install fittings according to manufacturer's recommendations, AWWA C600 and Standard Specifications for Sewer & Water Construction in Wisconsin.

Install joint restraint on all fittings according to manufacturer's recommendations.

**D Measurement**

The department will measure Water Main Bend (Angle) Degree 6-Inch and Water Main Tee 6-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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Water Main Bend 45 Degree 6-Inch	Eachk
SPV.0060.07	Water Main Bend 22.5 Degree 6-Inch	Each
SPV.0060.08	Water Main Bend 11.25 Degree 6-Inch	Each
SPV.0060.09	Water Main Tee 6-Inch	Each

Payment is full compensation for furnishing and installing ductile iron fittings, conductivity straps and joint restraint including, but not limited to, all excavation, dewatering, bed preparation, installation, backfilling and compaction.

**45. Water Main Gate Valve and Box 6-Inch, Item SPV.0060.10.**

**A Description**

This special provision consists of furnishing and installing gate valves.

## **B Materials**

Gate valves shall comply with AWWA C509. Gate valves shall be resilient-seated, ductile iron body, full-port, AWWA C550 - epoxy coated inside and outside, bronze non-rising stem, O-ring seals; 2 inch square wrench nut; encapsulated single wedge, designed for 200 PSI working pressure with zero leakage; vertical stems, mechanical joints ends; made to open when turned to the left (counterclockwise). Valves shall be American Flow Control Mechanical Joint Series 2500, East Jordan Flow Master, or approved equal.

Joint restraint shall be EBAA Iron, Inc. MegaLug Series 1100, or approved equal.

Provide conductive straps across all valves as noted on plan details. Connections shall be external conductor type. Conducting cable or strap shall be sized to carry 600 amperes for an extended period of time. Conductor shall be of sufficient length and flexible, to simplify assembly and to withstand ground and pipe movement after installation. Conductivity straps shall be U.S. Pipe and Foundry Company "ElectroBond" strips, Clow Corporation "Cable Bond/Conductor", or approved equal. Contractor shall not use conductive gaskets.

Gate valve boxes shall be cast iron, three-sectional type; minimum 5-inch inside diameter center section; large enough base section to fit over the valve bonnet; upper section shall screw down on the adjoining section and be full diameter throughout; non-locking cast iron lids or covers marked with the word "WATER". Valve boxes shall be Tyler, East Jordan (EJ), or approved equal.

All valve boxes shall be installed upon the valve with the use of a Gate Valve Adaptor. The adaptor shall be installed in lieu of hardwood blocking and shall be incidental to the valve box installation. The gate valve adaptor shall be 1/4-inch steel with UV Polyurethane protective coating and 3/4-inch rubber gasket attached to gate valve adaptor. The gate valve adaptor shall be Adaptor, Inc., or approved equal.

## **C Construction**

The contractor shall install valves and valve boxes according to this special provision, the plan detail, manufacturer's recommendations and according to Standard Specifications for Sewer & Water Construction in Wisconsin.

Follow coordination and notification procedures outlined for Connect to Existing Water Main, Item SPV.0060.13.

Remove and deliver existing valve and valve box to a location specified by the Village of Wausaukee.

Set valves on solid bearing. Center and plumb valve box over valve operating nut. The valve shall be installed in the closed position. All valves shall be installed with a valve box. Install crushed stone and geotextile fabric as shown in the plan detail. Install gate valve adaptor according to manufacturer's recommendations. The valve box cover shall be set flush with finished grade.

The contractor will verify with the owner at the end of the project that all installed valves are open.

A project total of 2 valve operating wrenches shall be provided to the Owner by the contractor.

Valve operating wrench shall be tee handle type and shall be such length that the handle will be 3.5 feet above finished grade.

Install joint restraint on all gate valves according to manufacturer's recommendations. Refer to Water Main Ductile Iron 6-Inch, Item SPV.0090.03 for additional installation instructions.

Refer to Water Main Ductile Iron 6-Inch, Item SPV.0090.03 for conductivity strap installation and testing requirements.

#### **D Measurement**

The department will measure Water Main Gate Valve and Box 6-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.0060.10	Water Main Gate Valve and Box 6-Inch	Each

Payment is full compensation for furnishing and installing a complete gate valve, gate valve box and gate valve adaptor, including, but not limited to all excavation, dewatering, bed preparation, stone, fabric, backfill, and compaction; coordination with utility, removing and delivering existing valve and box to Village specified location, verification with owner of open valves, and providing valve wrenches.

### **46. Water Service Curb Box, Item SPV.0060.11.**

#### **A Description**

This special provision consists of furnishing and replacing curb box only.

#### **B Materials**

Curb box shall match the style of the existing curb box. The Village of Wausaukee has indicated that the current style is the Minneapolis Type. Curb boxes shall include operating nut extensions that extend to within 18 inches of the finished surface. Plug shall be brass construction with pentagon operating nut.

#### **C Construction**

The contractor shall verify the type and depth of the existing curb box prior to ordering. The contractor shall remove the existing curb box and install the new curb box according to



manufacturer's recommendations according to Standard Specifications for Sewer & Water Construction in Wisconsin.

#### **D Measurement**

The department will measure Water Service Curb Box as each individual curb box, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Water Service Curb Box	Each

Payment is full compensation for furnishing and installing a complete curb box, including excavating, removal and disposal of existing curb box, adjustment, installation of a new curb box, backfilling and compaction.

### **47. Water Service Copper 1-Inch, Item SPV.0060.12.**

#### **A Description**

This special provision describes furnishing and installing 1-inch copper water services.

#### **B Materials**

##### **B1 Pipe**

Size: 1-inch

Material: Type K soft annealed seamless copper tubing

Conform to: ASTM B-88.

##### **B2 Fittings**

Threads: AWWA

Type: Conductive compression fittings

Corporation Stops: Ford, Mueller, or approved equal

Curb Stops: Ford ball curb valve, Mueller, or approved equal (Minneapolis pattern)

Curb Box: Ford cast iron Minneapolis type, Mueller cast iron Minneapolis type or approved equal. Curb boxes shall include operating nut extensions that extend to within 18 inches of the finished surface. Plug shall be brass construction with pentagon operating nut.

#### **C Construction**

Complete work according to Standard Specifications for Sewer & Water Construction in Wisconsin.

Installation shall be completed by directional boring or open cut construction. Install new corporation stop, 1-inch copper water line buried to 9 feet, curb stop and box; connection to existing service line; abandonment of existing service.

Coordinate work with water utility and affected property owner. The contractor shall notify the affected property owner and water utility at least 24 hours in advance of proposed work.

**D Measurement**

The department will measure Water Service Copper 1-Inch as each individual water service, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Water Service Copper 1-Inch	Each

Payment is full compensation for furnishing and installing a complete water service main including excavating and/or directional boring, exposing existing water main, coordination with the local water utility, notifications to affected property owners, all connection fittings, materials necessary for connection, pipe, corporation stop, curb stop, curb box, backfilling and compaction.

**48. Connect to Existing Water Main, Item SPV.0060.13.****A Description**

This special provision describes connecting new water main to existing water main.

**B Materials**

Fittings shall be ductile iron fittings that conform to AWWA C110/ANSI A-21.20 or AWWA C153/ANSI C21.53. Fittings shall be Tyler, Union Foundry, or approved equal.

Joint restraint shall be EBAA Iron, Inc. MegaLug Series 1100, or approved equal.

**C Construction**

The contractor shall carefully plan his work to avoid contamination and lengthy shutdowns of existing water mains.

The contractor shall notify the affected property owners, fire department and the owner at least 24 hours in advance of making any connections to existing water mains.

Coordinate with the local water utility personnel for temporary shutdown of the existing water main. Prior to commencing work on any existing water main, the contractor shall assist the water utility with workers and tools as necessary to enable the utility to shut off water for making connections.

Existing valves shall only be operated by the water utility.

Excavate and expose existing water mains at the location of the connection to determine the exact location and elevation of the existing pipe. Make connections to the existing water main with fittings and/or gaskets designed specifically for the type of pipe material found. Joint restraint is required. Complete work according to Standard Specifications for Sewer & Water Construction in Wisconsin.

**D Measurement**

The department will measure Connect to Existing Water Main as 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.0060.13	Connect to Existing Water Main	Each

Payment is full compensation for the connection of the new water main to existing water main including excavating, exposing existing water main, coordination with the local water utility, notifications to affected property owners, all connection fittings, joint restraint and materials necessary for connection, backfilling and compaction.

**49. Hydrant, Item SPV.0060.14.****A Description**

This special provision consists of furnishing and installing new fire hydrant.

**B Materials**

Fire hydrants shall comply with AWWA C502, UL 246. Fire hydrants shall be minimum 5 inch main valve with 6-inch branch connection; minimum 7-3/8 inch inside barrel diameter; bronze seat ring; weather shielded 1-1/2 inch pentagon operating nut; O-ring seals; breakable traffic flange; two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper connection, verify screw thread type with local fire department. Opening shall be counterclockwise. Hydrant to have traffic, break-away flanges. Hydrants shall be provided with drain-holes and drain-hole plugs. When hydrant is below the water table, the drain hole shall be plugged and the owner notified that pumping will be required to prevent freezing of water in the barrel.

Hydrant Bury length shall be 6'-6" (6-foot pipe cover).

Distance from the ground line groove to the center of the pumper nozzle connection shall be 18 inches.

Hydrant shall be factory painted with two coats of first quality, fire engine red, metal protective paint.

Hydrants shall be Waterous Pacer (WB-67-250) as manufactured by American Cast Iron Pipe Company.

Joint restraint shall be EBAA Iron, Inc. MegaLug Series 1100, or approved equal.

### **C Construction**

The contractor shall carefully plan his work to avoid contamination and lengthy shutdowns of existing water mains.

The contractor shall notify the affected property owners, fire department, and the owner at least 24 hours in advance of making any connections to existing water mains.

Coordinate with the local water utility personnel for temporary shutdown of the existing water main. Prior to commencing work on any existing water main, the contractor shall assist the water utility with workers and tools as necessary to enable the utility to shut off water for making connections. Existing valves shall only be operated by the water utility.

Remove existing hydrant assembly and deliver to a location specified by the Village of Wausaukee, (included in this pay item).

Install hydrant according to Standard Specifications for Sewer & Water Construction in Wisconsin and the typical hydrant assembly detail as shown on the plans.

Install joint restraint on hydrant according to manufacturer's recommendations.

Refer to Water Main Ductile Iron 6-Inch, Item SPV.0090.03 for conductivity strap installation and testing requirements.

### **D Measurement**

The department will measure Hydrant as each individual 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.0060.14	Hydrant	Each

Payment is full compensation for providing all materials, labor, and equipment required for excavation; excavation of rocks smaller than 1 cubic yard and rock that does not require blasting; separating removal and disposal of rocks not suitable for use in backfill (stones larger than 6 inches in diameter); dewatering, removal and delivery of existing hydrant assembly to a location specified by the Village of Wausaukee; furnishing and installing hydrant, block, stone, fabric and restraint; connection to existing pipes; backfill, and compaction.

## **50. Hydrant Extension 2-Ft, Item SPV.0060.15.**

### **A Description**

This special provision consists of furnishing and installing new fire hydrant extensions.

**B Materials**

Fire hydrant extensions shall match the hydrant to be extended and be provided as a kit by the hydrant manufacturer.

**C Construction**

The contractor shall install the hydrant extensions according to manufacturer's recommendations at the locations shown on the plans.

The entire fire hydrant shall be painted with two coats of first quality, fire engine red, metal protective paint to match the hydrant extension.

**D Measurement**

The department will measure Hydrant Extension 2-Ft as each individual hydrant extension, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Hydrant Extension 2-Ft	Each

Payment is full compensation for providing all materials, labor, and equipment required for fire hydrant extension installation and painting.

**51. Sanitary Sewer Service Connection 4-Inch, Item SPV.0060.16, Sanitary Sewer Service Connection 8-Inch, Item SPV.0060.17.**

**A Description**

This special provision describes connecting existing sanitary sewer laterals to a proposed sanitary sewer main.

**B Materials****B.1 Polyvinyl Chloride (PVC) SDR 35 Pipe and Fittings**

- Conform to ASTM D 3034
- Pipe Class: SDR-35
- Integral bell joint conforming to ASTM D 3212
- Elastomeric gaskets conforming to ASTM F477
- Each length of pipe shall be clearly marked with the following:
  - Manufacturer
  - Nominal Pipe Size
  - ASTM Designation
  - Pipe Class

**B.2 Sewer Wyes**

- In-line fittings conforming to ASTM F1336.

### **B.3 Connections to Existing Laterals**

- Fernco or equal flexible connection.

### **C Construction**

Install wye on sanitary sewer main at a 45 degree angle from horizontal.

Install riser to appropriate height to match into existing sanitary sewer lateral providing a minimum of 1% lateral slope. Install a minimum of 8 inches of WisDOT No. 1 clean crushed stone under lateral from springline of sewer main to springline of lateral to 1-foot beyond 45 degree bend.

Complete work according to Standard Specifications for Sewer & Water Construction in Wisconsin.

### **D Measurement**

The department will measure Sanitary Sewer Service Connection (\_\_\_-Inch) as 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.0060.16	Sanitary Sewer Service Connection 4-Inch	Each
SPV.0060.17	Sanitary Sewer Service Connection 8-Inch	Each

Payment is full compensation for the connection of the existing sanitary sewer laterals to the proposed sanitary sewer main including, but not limited to, excavating, coordination with the local sewer utility, notifications to affected property owners, all connection fittings, riser pipe, pipe and materials necessary for connection, backfilling and compaction.

- 52. Perennial (Purple Dome Aster)(1 Gal.), Item SPV.0060.18; Perennial (Purple Coneflower)(1 Gal.), Item SPV.0060.19; Perennial (Feather Reed Grass)(1 Gal.), Item SPV.0060.20; Perennial (Baja Daylily)(1 Gal.), Item SPV.0060.21; Perennial (Walkers Low Catmint)(1 Gal.), Item SPV.0060.22; Perennial (Russian Sage)(1 Gal.), Item SPV.0060.23; Perennial (Goldstrum Black Eyed Susan)(1 Gal.), Item SPV.0060.24; Perennial (Autumn Joy Sedum)(1 Gal.), Item SPV.0060.25; Perennial (Blue Heaven Little Bluestem)(1 Gal.), Item SPV.0060.26; Perennial (Prairie Dropseed)(1 Gal.), Item SPV.0060.27; Perennial (Tara Prairie Dropseed)(1 Gal.), Item SPV.0060.28.**

### **A Description**

This special provision describes furnishing and installing Perennial Plants at the locations shown on the plans and according to the requirements of standard spec 632, the plans and as hereinafter provided.

## **B Materials**

Provide Perennial Plants, as shown on plan, and complying with American Standard for Nursery Stock (ANSI Z60.1-2004) for type, shape and height.

Plant Materials. All plants shall be grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, unless otherwise approved by the engineer.

A list of sources for plants shall be furnished according to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

Provide type B fertilizer.

## **C Construction**

Ensure that Planting Mixture has been placed according to specifications.

Install Geotextile Fabric Type DF Schedule A over Planting Mixture and stake out location of plantings for approval by supervising engineer.

Cross slit fabric at plant locations and install plants.

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. The bottom of the rootball shall be in direct contact with the bottom of the hole.

Spread Shredded Hardwood Bark Mulch and or Coarse Aggregate Mulch to specified depth to cover Geotextile Fabric Type DF Schedule A over entire planting bed as shown on the plan and as per the standard specifications.

## **D Measurement**

The department will measure Perennials, (Type), (Size) by each unit, acceptably completed in place.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Perennial (Purple Dome Aster) (1 Gal.)	Each
SPV.0060.19	Perennial (Purple Coneflower) (1 Gal.)	Each
SPV.0060.20	Perennial (Feather Reed Grass) (1 Gal.)	Each
SPV.0060.21	Perennial (Baja Daylily) (1 Gal.)	Each
SPV.0060.22	Perennial (Walkers Low Catmint) (1 Gal.)	Each

SPV.0060.23	Perennial (Russian Sage) (1 Gal.)	Each
SPV.0060.24	Perennial (Goldsturm Black Eyed Susan) (1 Gal.)	Each
SPV.0060.25	Perennial (Autumn Joy Sedum) (1 Gal.)	Each
SPV.0060.26	Perennial (Blue Heaven Little Bluestem) (1 Gal.)	Each
SPV.0060.27	Perennial (Prairie Dropseed) (1 Gal.)	Each
SPV.0060.28	Perennial (Tara Prairie Dropseed) (1 Gal.)	Each

Payment is full compensation for providing all materials to install each unit, including planting preparation, backfill, and incidentals necessary to acceptably complete this item of work. The department will measure and pay for the Geotextile Fabric Type DF Schedule A separately. The department will measure and pay for the Shredded Hardwood Bark Mulch and Coarse Aggregate Mulch separately.

### **53. Bench, Item SPV.0060.29.**

#### **A Description**

This special provision describes the furnishing and installation of metal benches in locations indicated on plans or directed by engineer. Provide color and finish sample for approval prior to ordering materials.

#### **B Materials**

Benches can be obtained from the following manufacturers or approved equal:

Plainwell Bench – 72”, aluminum, black powder coated finish, surface mount available from  
Landscape Forms Inc.  
431 Lawndale Ave.,  
Kalamazoo, MI 49048  
Phone: (800) 430-6209  
Fax: (269) 381-3455  
[www.landscapeforms.com](http://www.landscapeforms.com).

Bench style 190 – 72”, aluminum, black powder coat finish, surface mount available from  
DuMor, Inc.  
P.O. Box 142  
Mifflintown, PA, 17059-0142  
Phone: (800) 598-4018  
Fax: (717) 436-9839  
[www.dumor.com](http://www.dumor.com).

#### **C Construction**

If the bench is not assembled then contractor to assemble it according to manufacturer’s directions prior to installation. Anchor bench to concrete base or sidewalk pavement with non-rusting anchor bolts capped with stainless steel “acorn-head” nuts per manufacturer’s recommendations and as detailed or as directed by the engineer. Location shall be verified by the Village.



**D Measurement**

The department will measure Bench as each individual unit, acceptably completed and in place.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0060.29	Bench	Each

Payment is full compensation for furnishing all materials, labor, tools, equipment, shipping, including hardware to install each unit.

**54. Bike Rack, Item SPV.0060.30.****A Description**

This special provision describes the furnishing and installation of aluminum bike racks in locations indicated on plans or directed by engineer. Provide color and finish sample for approval prior to ordering materials.

**B Materials**

Bike racks can be obtained from the following manufacturers or approved equal:

83 Series loop style racks, aluminum, black powder coat finish, surface mount available from

DuMor, Inc.  
P.O. Box 142  
Mifflintown, PA, 17059-0142  
Phone: (800) 598-4018  
Fax: (717) 436-9839  
[www.dumor.com](http://www.dumor.com)

Loop style bike rack model #2113, aluminum, black powder coat finish, surface mount, available from

SARIS Cycling Group  
5253 Verona Road  
Madison, WI 53711  
Phone: (800) 783-7257  
[www.sarisparking.com](http://www.sarisparking.com)

**C Construction**

Install bike rack per manufacturer's instructions for surface mounting in the locations indicated on the plans or as directed by the engineer. Install bike racks true and plumb. Location shall be verified by the Village.

**D Measurement**

The department will measure Bike Rack as each individual unit, acceptably completed and in place.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0060.30	Bike Rack	Each

Payment is full compensation for furnishing all materials, labor, tools, equipment, shipping, including hardware to install each unit.

**55. Trash Receptacle, Item SPV.0060.31.****A Description**

This special provision describes the furnishing and installation of trash receptacles in locations indicated on plans or directed by engineer. Provide color and finish sample for approval prior to ordering materials.

This special provision describes the furnishing and installation of trash receptacles from the following manufacturers: Landscape Forms, Inc. Plainwell Trash Receptacle; DuMor, Inc., receptacle 158, 32 gallon capacity or approved equal in locations indicated on the plans.

**B Materials**

Trash Receptacles can be obtained from the following manufacturers or approved equal: Plainwell Trash Receptacle, 35 gallon capacity, top-opening, surface mount, aluminum, black powder coat finish, available from Landscape Forms Inc., 431 Lawndale Ave., Kalamazoo, MI 49048. Phone: (800) 430-6209, Fax: (269) 381-3455, [www.landscapeforms.com](http://www.landscapeforms.com).

Receptacle 158 series, 32 gallon capacity, aluminum, black powder coat finish, surface mount, available from DuMor, Inc., P.O. Box 142, Mifflintown, PA, 17059-0142. Phone: (800) 598-4018, Fax: (717) 436-9839, [www.dumor.com](http://www.dumor.com).

**C Construction**

Anchor trash receptacle to concrete base with non-corroding anchor bolts per manufacturer's recommendations and as detailed or directed by the engineer. Location shall be verified by the Village.

**D Measurement**

The department will measure Trash Receptacle as each individual unit, acceptably completed and in place.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0060.31	Trash Receptacle	Each

Payment is full compensation for furnishing all materials, labor, tools, equipment, shipping, including hardware to install each unit.

**56. Gateway Sign, Item SPV.0060.32****A Description**

Under this special provision for Gateway Sign, work includes materials and installation of complete sign (2 thus) and the submittal of shop drawings for the final design and construction detailing based on monument sign drawings included in plan documents. Work includes, excavation, base aggregate, reinforced concrete footings, backfill, face stone, precast cap, signage and installation, welding, fittings, any necessary appurtenances and site rehabilitation.

**B Materials**

Materials shall be determined based on the approval of a final sign construction document submitted by contractor and approved by Village. General materials and dimensions are shown on plans. Contractor shall provide material source and stone sample for acceptance prior to ordering materials. Precast concrete shall be provided by a CSI (Cast Stone Institute) certified precast manufacturer, color to be selected. Concrete for bases shall be according to standard specifications standard spec 501 and submitted for approval with shop drawings.

**C Construction**

The contractor shall provide shop drawings for the final sign design and method of embedded sign installation. The Gateway Sign shall be assembled and installed according to the approved shop drawing and specification and where located as shown on the plans or as directed by the engineer.

**D Measurement**

The department will measure Gateway Sign in place by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0060.32	Gateway Sign	Each

Payment is full compensation for furnishing all materials, shop drawings, labor, tools, equipment, appurtenances required to fabricate, assemble and install each unit, including excavation, construction, backfill, and grading necessary to complete this item of work.

**57. Stone Bollard, Item SPV.0060.33.**

**A Description**

This special provision describes the furnishing and installation of stone bollard and concrete pier foundation as detailed in the plans, and as hereinafter provided.

**B Materials**

Stone bollard shall be locally available chiseled face granite supplied by local quarry. Stone shall generally consist of dark gray/blackish granite in color meeting dimensions and sizes as shown on Streetscape Detail sheets. Contractor shall provide material source and stone sample for acceptance prior to ordering material. The contractor shall provide Base Aggregate Dense 3/4-Inch for bedding material per standard spec 305. Drilled pier concrete foundations shall be according to standard spec 501 and 636.

**C Construction**

Locate and install per plan details where shown on plan or directed by engineer.

**D Measurement**

The department will measure Stone Bollard in place by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.33	Stone Bollard	Each

Payment is full compensation for excavating, furnishing, placement and preparation for installation.

**58. Sod Lawn Surveillance and Care Cycles, Item SPV.0060.34.**

**A Description**

This special provision describes the furnishing and care for sod maintenance as detailed in the plans, and as hereinafter provided.

**B (Vacant)**

**C Construction**

**C.1 Establishing and Replacing Sod Lawn**

(1) A sod lawn establishment period of 2 years shall follow the completion of sod lawn placement.

(2) The sod lawn establishment period shall extend until October 15 of the second full growing season.

## **C.2 Sod Lawn Surveillance and Care**

(1) Properly care for all sod lawn from the time of placement until final acceptance of the work.

(2) Proper care of sod lawn consists of watering and other work necessary to keep the plants in a neat appearance and healthy growing condition. Between May 15 and October 15, in addition to watering required for sod lawn under standard spec 631.2.2, water completely at a 10-day to 14-day interval defined as a care cycle. Care cycle length can be extended beyond 14 days if weather and soil moisture conditions allow. The engineer may order additional watering at any time during the sod lawn establishment period if conditions require.

(3) Replace all sod lawn that dies or shows evidence of dying during the sod lawn establishment period at the earliest appropriate placement time after this condition becomes apparent. The engineer will allow replacements until June 1 of the year in which making the final inspection.

(4) Provide one person, called the care specialist, responsible for inspecting and performing the required care. Also provide other personnel, vehicles, equipment, tools, and materials needed to accomplish the inspection and care. Have the care specialist do the following:

- Perform care requirements to the satisfaction of the engineer a minimum of once every two weeks.
- Notify the engineer at least two days before the beginning of each care cycle.
- Submit a written report to the engineer after each care cycle. Ensure that the report documents the work performed during the care cycle; the number, type, and location of sod lawn.

## **C.3 Damages for Failing to Perform**

(1) If the care specialist fails to perform any of the required care cycles the department will assess daily damages in the amount of \$200 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

## **C.4 Acceptance and Replacement of Sod Lawn**

(1) Near the end of the sod lawn establishment period, but no later than September 15, the engineer will make final inspection of the sod lawn and approve only such sod lawn in a healthy growing condition.

(2) Remove and replace sod lawn not conforming to the above requirements with satisfactory sod lawn during the current season or, the engineer may allow the sod lawn to remain in place.

(3) Replacing sod lawn shall not extend the sod lawn establishment period.

**C.5 Contract Time**

(1) The department will not charge contract time during the sod lawn establishment period or when making replacements, unless other contract operations are in progress during the same period.

**D Measurement**

The department will measure Sod Lawn Surveillance and Care Cycles as each individual care cycle the care specialist acceptably completes.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.34	Sod Lawn Surveillance and Care Cycles	Each

Payment is full compensation for furnishing all the work required under this bid item including water during care cycles. The department will assess damages under the Failing to Perform Landscape Surveillance administrative item for failing to perform the required surveillance and care as specified.

**59. Temporary Mailbox, Item SPV.0060.35.****A Description**

This special provision describes placing temporary mailboxes on stands with house numbers along the detour route.

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

Provide a temporary mailbox that contains an individual mailbox with street address for each residence affected by construction, placed at adjacent to the owner's property. Coordinate with the local post office for the proper height and exact locations of the temporary mailboxes.

Construct the temporary stands to prevent being tipped over and to meet United States Postal Service standards.

**D Measurement**

The department will measure Temporary Mailbox as each individual mailbox, 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.0060.35	Temporary Mailbox	Each

Payment is full compensation for providing all materials; for installing; for furnishing all excavating, backfilling, and properly disposing of surplus material; for removing the temporary mailbox upon project completion; and for cleaning out and restoring the work site.

**60. Street Sweeping, Item SPV.0075.01.**

**A Description**

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

**B (Vacant)**

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	HRS

Payment for Street Sweeping is full compensation for providing all labor, equipment and materials including water, street sweeper and operator to clean/sweep streets.

**61. Grading and Shaping Ditch, Item SPV.0090.01.**

**A Description**

Excavate, fill, grade, shape, compact and finish as necessary to improve the existing ditch conditions, as shown on the plans, according to the requirements of standard spec 205 and 208.

**B (Vacant)**

**C Construction**

Construct a ditch to match existing slope conditions and promote positive drainage between Station 1+00 and Station 5+16 of the Ice Cream Station alignment.

Properly dispose of all surplus and unsuitable materials according to standard spec 205.3.12.

**D Measurement**

The department will measure Grading and Shaping Ditch by the linear foot acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Grading and Shaping Ditch	LF

Payment is full compensation for furnishing all excavating, grading, shaping and compacting; and for furnishing and placing fill.  
(NER11-0201)

**62. Concrete Curb and Gutter 6-Inch Sloped 24-Inch Type D, SPV.0090.02.****A Description**

This special provision describes furnishing all materials and constructing a cast-in-place concrete curb and gutter as shown on the plans, according to standard spec 601, and as hereinafter provided.

**B (Vacant)****C (Vacant)****D Measurement**

The department will measure concrete Curb and Gutter 6-Inch Sloped 24 Inch Type D by the linear foot, acceptably completed according to standard spec 601.4.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Concrete Curb and Gutter 6-Inch Sloped 24-Inch Type D	LF

Payment is full compensation according to standard spec 601.5.

**63. Sanitary Sewer Pipe SDR 35 PVC 8-Inch, Item SPV.0090.03.****A Description**

This special provision consists of furnishing and installing sanitary sewer mains.



## **B Materials**

### **B.1 Polyvinyl Chloride (PVC) SDR 35 Pipe**

- Conform to ASTM D 3034
- Pipe Class: SDR-35
- Integral bell joint conforming to ASTM D 3212
- Elastomeric gaskets conforming to ASTM F477
- Each length of pipe shall be clearly marked with the following:
  - Manufacturer
  - Nominal Pipe Size
  - ASTM Designation
  - Pipe Class

### **B.2 Submittals**

Shop drawings or cut sheets are required to be submitted in PDF format to the engineer.

## **C Construction**

### **C.1.1 Removals**

Remove and dispose of all existing sanitary sewer lines and appurtenances that are being replaced by new sanitary lines.

### **C.1.2 Pipe Installation**

- Install pipe and fittings according to Standard Specifications for Water and Sewer Construction in Wisconsin, these specifications and the manufacturer's recommendations. Lay pipe of the size and to the line and grade indicated on the drawings.
- The contractor shall utilize commercial laser equipment that is in good working condition and has been tested for accuracy to set the grades of the pipe. Conventional survey equipment shall be utilized as necessary to check installation grades and accuracy of the laser equipment.
- Install pipe beginning at the lowest elevation and proceeding to the highest elevation.
- Point the spigot end in the direction of flow.
- Protect pipe interior from soil, water, and foreign objects.
- Temporarily plug the exposed end of pipes whenever left unattended.

### **C.2 Trench Backfill and Compaction**

Backfill and compaction of material above the bedding shall meet the requirements of standard spec 520.3.4.1.

### **C.3 Sewer Main Testing**

Furnish all materials, labor and equipment to perform the required tests. Perform all tests in the presence of the engineer or his/her representative. Repair all sections of sewer not passing the tests, according to engineer approved methods, at no cost to the project. Retest sewer until tests pass the requirements, at no cost to the project.

### **C.3.1 Alignment Test**

- Alignment will be checked by the engineer and at the discretion of the engineer.
- Lamping shall be performed after the sewer line has been completely backfilled at the discretion of the engineer.
- Sewer main out of alignment with respect to line or grade, by more than 0.10 feet, shall be reinstalled at the contractor's expense.

### **C.3.2 Deflection Test**

- The contractor shall perform the deflection test on all sewer main and submit a written report to the engineer documenting testing procedures and results.
- Use a mandrel, or some other engineer approved rigid, cylindrical object of proper dimensions.
- Tests must be performed beyond 30 days of installation: mandrel outside diameter shall be equal to 95.0% of the sewer main inside diameter.
- To be considered a successful test, the mandrel shall pass through the entire length of sewer main in one pass without mechanical force.

### **C.3.3 Infiltration/Exfiltration Testing**

- If groundwater is >2 feet above the pipe, use infiltration. Use exfiltration if it is < 2 feet above the pipe.
- Infiltration/exfiltration tests shall be made in a manner approved by and in the presence of the engineer.
- Measure infiltration/exfiltration in all lines.
- Maximum allowable infiltration/exfiltration is 100 gallons per day per inch diameter per mile of sewer line under external pressure.
- All gravity sewers and appurtenances shall be free of visible leakage and all such leaks shall be corrected.
- Infiltration of groundwater in an amount greater than specified, following a successful air test shall be considered as evidence that the air test was in error or that subsequent failure of the pipelines has occurred.
- Failures, which occur within the warranty period, shall be corrected at no additional expense to the project.

### **C.3.4 Air Test**

All gravity sewers and appurtenances shall successfully pass a low-pressure air test prior to acceptance. Clean all sewer pipe before the test.

#### **C.3.4.1 Testing Equipment**

- Plugs: mechanical or pneumatic type. One shall have an inlet tap for adding air to the sewer line.
- Air Compressor
- Main Shutoff Valve
- Pressure Relief Valve: 9 psi relief

- Input Pressure Gauge
- Continuous Monitoring Pressure Gauge: Minimum divisions of 0.10 psi with an accuracy of +/- 0.04 psi.

### C.3.4.2 Testing Procedure

Test according to the Time-Pressure Drop Method outlined in ASTM F 1417-92.

- Plug all pipe outlets with test plugs capable of holding under the test pressures.
- Install plugs and brace as necessary to ensure that the plugs will not blow out when the main is under pressure.
- Inspect sewer main pipe integrity in the area that will not be tested due to the plug, and report any possible defects to the engineer.
- Pressurize Pipe: Introduce air slowly until air pressure reaches 4.0 psi greater than any backpressure resulting from groundwater over the pipe, where the pressure equals:  $40 \text{ psi} + (0.43 \text{ psi} \times \text{Depth of Groundwater over Pipe Invert in Feet})$  never exceed a pressure of 9.0 psi.
- Do not enter manhole once pipe is pressurized.
- Maintain pressure for at least 2 minutes.
- Disconnect air supply after the initial 2 minutes have passed.
- Adjust pressure to test pressure. Decrease air pressure to 3.5 psi greater than any pressure resulting from groundwater over the pipe, where the test pressure equals:  $3.5 \text{ psi} + (0.43 \text{ psi} \times \text{Depth of Groundwater over Pipe Invert in Feet})$
- Determine elapsed time for the pressure to drop 1.0 psi and use Table 1, or determine the elapsed time for the pressure to drop 0.5 psi from the test pressure and use Table 2.

TABLE 1: Minimum Specified Time Required for a 1.0 psi Pressure Drop

Pipe Dia. (in.)	Min. Time (min:sec)	100 Feet	150 Feet	200 Feet	250 Feet	300 Feet	350 Feet	400 Feet	Time for Longer Pipe Lengths (Seconds)
4	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	.380*L
6	5:40	5:40	5:40	5:40	5:40	5:40	5:40	5:42	.854*L
8	7:34	7:34	7:34	7:34	7:34	7:36	8:52	10:8	1.520*L
10	9:26	9:26	9:26	9:26	9:53	11:52	13:51	15:9	2.374*L
12	11:20	11:20	11:20	11:24	14:5	17:05	19:56	22:7	3.418*L
15	14:10	14:10	14:10	17:48	22:5	26:42	31:09	35:6	5.342*L
18	17:00	17:00	19:13	25:38	32:3	38:27	44:52	51:6	7.692*L

TABLE 2: Minimum Specified Time Required for a 0.5 psi Pressure Drop

Pipe Dia. (in.)	Min. Time (min:sec)	100 Feet	150 Feet	200 Feet	250 Feet	300 Feet	350 Feet	400 Feet	Time for Longer Pipe Lengths (Seconds)
4	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53	.190*L
6	2:50	2:50	2:50	2:50	2:50	2:50	2:50	2:51	.427*L
8	3:47	3:47	3:47	3:47	3:47	3:48	4:26	5:04	.760*L
10	4:43	4:43	4:43	4:43	4:57	5:56	6:55	7:54	1.187*L
12	5:40	5:40	5:40	5:42	7:08	8:33	9:58	11:24	1.709*L
15	7:05	7:05	7:05	8:54	11:08	13:21	15:35	17:48	2.671*L
18	8:30	8:30	9:37	12:49	16:01	19:14	22:26	25:38	3.846*L

- The time interval recorded in the field must be greater than the time listed for the length and pipe diameter being tested and for the pressure drop recorded.
- If the pressure drop time is less than that in the appropriate table, for the pipe diameter and the length being tested, the test shall be considered failed.
- No variance in the time allowances shall be granted for the fact that sewer service lines have been installed.

In lieu of low-pressure air testing of the sewer system, the engineer may approve a hydrostatic exfiltration testing procedure to test the lines. Approval of the procedure, equipment and basis of acceptance for this testing method will be sent in writing by the engineer prior to the initiation of testing.

#### **D Measurement**

The department will measure the Sanitary Sewer Pipe SDR 35 PVC 8-Inch bid item by the linear foot, acceptably completed of the designated size, measured in place horizontally over the centerline of the pipe from the centerline of the manhole casting to the centerline of manhole casting.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Sanitary Sewer Pipe SDR 35 PVC 8-Inch	LF

Payment is full compensation for providing all materials, labor, and equipment required for clearing and grubbing, excavation; excavation of rocks smaller than 1 cubic yard and rock that does not require blasting; separating removal and disposal of rocks not suitable for use in backfill (stones larger than 6 inches in diameter); dewatering, removal and disposal of unsuitable or excess material; complete removal and disposal of all existing sewer pipe being replaced both inside and outside the trench; furnishing and installing pipe, pipe appurtenances, miscellaneous fittings; pipe bedding, trenching; bedding; haunching; backfill; testing; compaction; grading; temporary removal and replacement of obstacles; temporary surface water control; temporary sheeting and bracing and protection of existing

facilities; restoration of the work site. Payment will also include any bulkheading of abandoned pipe leaving the excavated trench.

#### **64. Water Main Ductile Iron 6-Inch, Item SPV.0090.04.**

##### **A Description**

This special provision consists of furnishing and installing ductile iron water mains.

##### **B Materials**

Ductile iron pipe shall conform to AWWA C150/C151. Ductile iron pipe shall be Class 52. Pipe lining/coating shall conform to AWWA C104 – Cement mortar lining and seal coat. Joints shall conform to AWWA C111 and be push-on elastomeric gasket manufactured by American Cast Iron Pipe Company (Fastite), or Clow Corporation (Super Bell-Tite), or equal.

Joint restraint shall be EBAA Iron, Inc. MegaLug Series 1100, or approved equal.

Provide conductive straps across all joints. Connections shall be external conductor type. Conducting cable or strap shall be sized to carry 600 amperes for an extended period of time. Conductor shall be of sufficient length and flexible, to simplify assembly and to withstand ground and pipe movement after installation. Conductivity straps shall be U.S. Pipe and Foundry Company “ElectroBond” strips, Clow Corporation “Cable Bond/Conductor”, or approved equal. Contractor shall not use conductive gaskets.

##### **C Construction**

Install pipe and fittings according to Standard Specifications for Water and Sewer Construction in Wisconsin, these specifications and the manufacturer’s recommendations.

Hand operated compaction equipment must be used to compact fill over pipe until a 4-foot depth of cover over the pipe is achieved. Vehicle mounted compaction equipment may be used after the 4 feet of initial cover has been attained.

Joint restraints shall be applied to joints in each direction from points of deflection, away from dead ends and on the side out for tees according to the schedule provided on the plans. Provide adequate and sufficient joint restraint under all conditions to overcome stresses induced by system pressures, regardless of soil conditions encountered. All joints with deflections greater than ten degrees (10°), all tees, hydrant leads, end caps, plugs and similar fittings subject to axial thrust from water pressure shall be suitably restrained against movement or blowing off. Joint restraint shall be with mechanical joint and Megalug retainer gland, or approved equal. The method of joint restraint shall be designed to withstand, at a minimum, the test pressure to be applied to the water main. The contractor shall submit details of proposed joint restraints, showing type and location, to the engineer for approval. When mechanical joint pipe and fittings are used, mechanical joint retainer glands shall be installed on a sufficient number of joints each side of a bend or fitting, to adequately restrain the pipe. Extreme care shall be used in tightening set screws to assure that they are tightened uniformly and in proper sequence, to the torque specified by the manufacturer. Series 1100

Megalug retainer glands manufactured by EBAA Iron, Inc. or approved equivalent shall be used on ductile iron pipe.

Electrical conductivity must be maintained through all sections of pipe, valves and fittings. The conductor shall be fastened in an approved permanent manner to each side of each joint. Where protective coatings prevent electrical conductivity, they shall be sanded, scraped, or filed down to bare metal prior to making the connection. Coatings which have been removed outside of the connection area shall be re-painted with a material equal to the original.

Continuity Testing:

- The pipeline and hydrants shall be tested for electrical continuity and current capacity.
- The test shall be made after hydrostatic testing is completed and while the line is at normal operating pressure.
- A direct current of 450 amperes  $\pm 10\%$  shall be passed through the section under test for a period of 5 minutes.
- Current flow shall be continuously monitored with a suitable ammeter.
- Insufficient current, excessive fluctuation ( $\pm 30\%$ ), or arcing shall be indicative of defective electrical contact, and the cause shall be isolated and corrected.

Disinfect the water main according to AWWA C651 and Wisconsin Administrative Codes NR 811.73 and NR 810.09 after successful hydrostatic testing. Disinfect and flush new, and portions of existing, water mains as required by the Wisconsin Department of Natural Resources (WDNR). Use blow offs, fire hydrants, or other means as shown on the plans or approved by the engineer to flush water mains. Provide hoses and other equipment and arrange a means of disposing of the water without damaging the work or adjacent property.

The continuous feed method for disinfecting mains is preferred, but the engineer may approve other methods. Use the continuous feed method with chlorine added simultaneously with the water. Add chlorine or liquid hypochlorite to meet the requirement of at least 25 milligrams per liter of chlorine. Slowly add the water to the main and allow to stand for at least 24 hours. At the end of the 24-hour period, ensure the chlorine residual is a minimum of 10 milligrams per liter. If not met, re-chlorinate and flush the water main until a minimum 10 milligrams per liter residual remains after 24 hours.

After completing disinfection, initially flush the water mains with water at a velocity of at least  $2\frac{1}{2}$  feet per second to replace the entire volume of chlorinated water in the pipeline. After initial flushing, perform final flushing until the residual chlorine content meets the standard level for the water distribution system. The municipality may require a waiting period after flushing and before bacteriological sampling.

Dispose of chlorinated water according to applicable State and local requirements.

After flushing, perform bacteriological testing according to AWWA C651 and WDNR requirements. Test chlorine residuals before taking each bacteriological sample. Ensure the chlorine residual is less than 0.5 milligrams per liter before taking a bacteriological sample.

Collect samples from each branch of pipe in the presence of the engineer and Municipality personnel. The Municipality will be responsible for the transportation of the samples to a State of Wisconsin approved lab for testing. Two consecutive bacteriologically safe tests at 24-hour intervals for each section of pipe are required. Acceptable tests are negative for bacteria and as otherwise defined by AWWA C651 and WDNR regulations. If a bacteriological test fails, repeat disinfection, flushing, and testing.

Complete hydrostatic pressure testing of the completed water main in conformance with the conditions and requirements of Section 4 of AWWA Standard C600 upon successful completion of bacteriological testing. Air or air-water methods of applying pressure are prohibited.

The system shall be tested with water at 1.5 times the static pressure at the point of the test or 150 psi, whichever is greater.

The test shall last for a minimum of 1 hour, or until the complete line can be inspected. The system shall be filled slowly, allowing air to expel through the air release valves or service corporation connections at the high points. In order for the test to pass, the test pressure must be maintained within a 5 psi range for the duration of the test.

A visual pressure test shall be made at each point where new water main connects to existing water main. After the connections are made and the main filled with water, the test section shall be subjected to water pressure normal to the area. The test must be witnessed by a representative of the Village of Wausaukee. The main shall be examined and if any defects are found, the contractor shall immediately make the necessary repairs. The pressure test shall be repeated until no defects can be found.

Leakage Allowance:

- System shall be tested for leakage following the pressure test.
- The average pressure shall be 1.5 times the static pressure  $\pm 5$  psi in the system at the test point or 150 psi, whichever is greater.
- The test shall last for 2 hours.
- The line shall be filled as in the pressure test and the quantity of water needed to maintain the test pressure shall be recorded.

The allowable leakage shall be a maximum of:

$L = [ND(P)^5]/7400$ , Where

L = leakage (gallons per hours)

N = number of joints

D = nominal pipe diameter (inches)

P = average test pressure (psi gauge)

NOTE: Formula equals 0.5 gallons per hour per mile per inch diameter at 140 psi for 18 foot lengths.

**D Measurement**

The department will measure the Water Main Ductile Iron 6-Inch bid item by the linear foot, acceptably completed of the designated size, measured in place horizontally over the centerline of the water main with no deductions in length for valves and fittings.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Water Main Ductile Iron 6-Inch	LF

Payment for the Water Main Ductile Iron 6-Inch bid item is full compensation for providing all materials, labor, and equipment required for excavation; excavation of rocks smaller than 1 cubic yard and rock that does not require blasting; separating removal and disposal of rocks not suitable for use in backfill (stones larger than 6 inches in diameter); dewatering, removal and disposal of unsuitable or excess material; complete removal and disposal of all existing pipe being replaced both inside and outside the trench; furnishing and installing pipe, joint restraint, conductivity straps, and pipe appurtenances, pipe bedding, haunching, backfill, disinfection, all testing, compaction, grading, temporary removal and replacement of obstacles, temporary surface water control, temporary sheeting and bracing and protection of existing facilities. Payment will also include any bulkheading of abandoned pipe leaving the excavated trench.

**65. Insulation Board Polystyrene 2-Inch, Item SPV.0090.05, Insulation Board Polystyrene 4-Inch, Item SPV.0090.06.**

**A Description**

This special provision consists of furnishing and installing 4-foot wide polystyrene insulation.

**B Materials**

Insulation shall be closed cell extruded polystyrene boards, 2 inches thick, 4 feet wide, 8 feet minimum length, DOW Styrofoam SM, or approved equal.

**C Construction**

If installation of insulation is not in conjunction with water main construction or replacement, excavate to within 1-foot of the top of existing water main. Use probe or other locating method to determine distance to water main. Contractor must be aware of service locations and that corporation stops may be located on top of the pipe. Any damage to existing corporation stops or services will be repaired at the contractor's expense.

If installation of insulation in conjunction with water main installation, prior to installing the insulation, the watermain shall be backfilled and properly compacted to 1-foot above pipe.



The bedding for the insulation shall be hand raked and compacted to the required line and grade before placing the insulation. The bedding shall be prepared so as to eliminate all voids from occurring under the insulation.

The insulation boards shall be placed on the cover material with the long side parallel to the centerline of the water main with a minimum width of 4 feet. Insulation shall be placed 12 inches from the top of the water main.

Where 4 inches of insulation is required, the top layer of insulation shall be placed so as to cover the joint of the insulation immediately below it.

The first lift of backfill material shall consist of bedding material spread in such a manner that construction equipment does not operate directly on the insulation. This layer shall be compacted with hand operated compaction equipment.

Hand operated compaction equipment must be used to compact fill over pipe until a 4-foot depth of cover over the pipe is achieved. Vehicle mounted compaction equipment may be used after the 4 feet of initial cover has been attained.

#### **D Measurement**

The department will measure Insulation Board Polystyrene (thickness) at a 4-foot width as linear feet of insulation, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Insulation Board Polystyrene 2-Inch	LF
SPV.0090.06	Insulation Board Polystyrene 4-Inch	LF

Payment is full compensation for providing all materials, labor, and equipment required for insulation installation.

### **66. Landscape Edging, Item SPV.0090.07.**

#### **A Description**

This special provision describes supplying and installing metal landscape edging at the locations as indicated in the plans.

#### **B Materials**

Landscape edging shall be aluminum supplied in 16 foot minimum lengths.

Landscape edging shall be a minimum of 3/16 x 8 inches in depth with 18" interlocking stakes.

Landscape edging segments shall be joined at the top edge with manufacturer's supplied fittings that fit securely into the top edge of each length.

**C Construction**

Place Landscape edging in trench to a depth allowing the top edge to be flush or slightly higher than finished grade.

Compact soil in trench so landscape edging is securely anchored in planting bed.

**D Measurement**

The department will measure Landscape Edging by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.07	Landscape Edging	LF

Payment is full compensation for furnishing all materials, labor, tools, equipment, to install each unit, including clean-up.

**67. Construction Staking Water and Sanitary Sewer, Item SPV.0105.01.****A Description**

This section describes the contractor-performed construction staking required to establish the horizontal and vertical position for furnishing all water and sanitary sewer work included in this contract, including but not limited to water main, valves, fittings, hydrants, insulation locations, connections and sanitary manholes.

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

Perform the work according to standard spec 650.3.2.

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate offset stakes and hubs at locations specified by the contractor completing the work.

**D Measurement**

The department will measure Construction Staking Water and Sanitary Sewer as a single lump sum unit of work, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Construction Staking Water and Sanitary Sewer	LS

Payment is full compensation for performing all survey work required to layout all water and sanitary sewer work under this contract; and for relocating and resetting damaged or missing construction stakes.

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

**A Description**

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

**B Materials**

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

**C Construction**

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

**D Measurement**

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

**E Payment**

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

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

Payment is full compensation for furnishing, hauling, and applying the water.  
(NER12-1010)

**69. Scoring Sidewalk, Item SPV.0165.01.**

**A Description**

This special provision describes scoring sidewalk according to the plan details and as hereinafter provided.

**B (Vacant)**

**C Construction**

Construct Scoring Sidewalk as shown in the plan details and as directed by the engineer.

**D Measurement**

The department will measure Scoring Sidewalk in area by the square foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Scoring Sidewalk	SF

Payment is full compensation for providing all labor and equipment required.

**70. Coarse Aggregate Stone Mulch, Item SPV.0165.02.****A Description**

This special provision describes the furnishing and installation of coarse aggregate stone mulch over weed barrier adjacent to planting beds for landscaping purposes, according to the applicable provisions of standard spec 305, as detailed in the plans, and as hereinafter provided.

**B Materials**

Coarse Aggregate Stone Mulch shall be granite as supplied by local quarry. Stone shall generally consist of dark gray/blackish granite with fractured faces. Contractor shall provide material source and stone sample for acceptance prior to ordering material.

The aggregate shall be clean and fall within the range of 4-6" diameter.

**C Construction**

Install weed barrier geotextile fabric over Planting Mixture in planting areas as indicated in the plans. Any overlap of weed barrier shall be a minimum of 3 inches.

Spread coarse aggregate stone mulch to 6-8" specified depth to cover weed barrier and to meet adjacent finish grade materials.

Weed barrier shall be nonwoven polypropylene geotextile fabric, Type DF as described in standard spec 645.2.4.

**D Measurement**

The department will measure Coarse Aggregate Stone Mulch by the square foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Coarse Aggregate Stone Mulch	SF

Payment is full compensation for excavating, furnishing, placement and preparation for installation. The department will measure and pay for the Type DF geotextile fabric separately.

**71. Stone Pavers, Item SPV.0165.03.**

**A Description**

This special provision describes the furnishing and installation of stone pavers as detailed in the plans, and as hereinafter provided.

**B Materials**

Stone paver shall be irregular shaped granite flagstone supplied by local quarry. Stone shall generally consist of dark gray/blackish granite in color meeting dimensions and sizes as shown on Streetscape Detail sheets. Contractor shall provide material source and stone sample for acceptance prior to ordering material.

**C Construction**

Locate and install per plan details where shown on plan or directed by engineer.

**D Measurement**

The department will measure Stone Pavers in place by the square foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Stone Pavers	SF

Payment is full compensation for excavating, furnishing, placement and preparation for installation.

**72. Shredded Hardwood Bark Mulch, Item SPV.0180.01.**

**A Description**

Furnish and install mulch at the locations shown on the plans and according to the requirements of standard spec 632, the plans, and as hereinafter provided.

**B Materials**

Provide Shredded Hardwood Bark Mulch, as shown on plan and according to standard spec 632.2.6.

Shredded Hardwood Bark Mulch shall be finely shredded hardwood bark mulch and shall be the product of a mechanical chipper, hammermill or tub grinder. The material shall be fibrous and uniformly dark brown in color, free of large wood chunks, and shall be substantially free of mold, dirt, sawdust and foreign material. No portion of the material shall be in an advanced state of decomposition. The material shall not contain chipped up

manufactured boards or chemically treated wood, including but not limited to wafer board, particle board and chromated copper arsenate (CCA) or penta-treated wood. The material shall contain no bark of the black walnut tree. The material, when air dried, shall all pass a 4-inch screen and no more than 20 percent by mass of the material shall pass a 0.10-inch sieve. Unattached bark or greenleaf composition, either singly or combined, shall not exceed 20 percent each by mass. The maximum length of individual pieces shall not exceed 4-inches.

**C Construction**

Install mulch according to standard spec 632.3.9 to a depth of 3 inches.

Place the hardwood bark mulch in such a manner as to not damage plants already in place.

**D Measurement**

The department will measure Shredded Hardwood Bark Mulch by the square yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Shredded Hardwood Bark Mulch	SY

Payment is full compensation for furnishing all materials, labor, tools, equipment, to install each unit, including clean-up.

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

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

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

### ***I. BASIC CONCEPTS***

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   4   (number) TrANS Graduate(s) be utilized on this contract.

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

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

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

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

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

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

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

## ***II. IMPLEMENTATION***

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

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

<http://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. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main> Other acceptable means include postal mail, email, fax, phone call.
      - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
      - a. Email to all prospective DBE firms in relevant work areas
      - b. Phone call log to DBE firms who express interest via written response or call.
      - c. Fax/letter confirmation
      - d. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

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

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

## **6. Bidder's Appeal Process**

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

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

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

- a. The department maintains a DBE list on the department's website  
<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*

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GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

## Sample Contractor Solicitation Letter Page 2

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

### REQUEST FOR QUOTATION

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

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

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

**Please check all that apply**

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

**Prime Contractor 's Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**DBE Contractor Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

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

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

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

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

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

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

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

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

### **Primes**

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

## **ADDITIONAL SPECIAL PROVISION 4**

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

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

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

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

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

### **Release of Routine Retainage**

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

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

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

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

## ADDITIONAL SPECIAL PROVISION 6

### ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

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



## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll Submittal**

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

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

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

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

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

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

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**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>

## Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

**I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES**

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
MARINETTE COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on May 1, 2015

**CLASSIFICATION:** Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

**OVERTIME:** Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

**FUTURE INCREASE:** If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

**PREMIUM PAY:** If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	30.85	17.61	48.46
Carpenter	32.72	16.00	48.72
Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	33.86	17.96	51.82
Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	29.20	17.42	46.62
Future Increase(s): Add \$.75/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	23.73	19.09	42.82
Ironworker	29.27	23.97	53.24
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Line Constructor (Electrical)	39.50	16.07	55.57
Painter	23.62	9.07	32.69
Pavement Marking Operator	30.27	18.07	48.34
Piledriver	33.24	16.00	49.24
Future Increase(s): Add \$1.44/hr on 6/1/2015; Add \$1.44/hr on 6/1/2016. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Roofer or Waterproofer	19.00	4.00	23.00
Teledata Technician or Installer	22.25	12.24	34.49
Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.98	46.58
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.63	33.38

**TRUCK DRIVERS**

Single Axle or Two Axle	25.18	18.31	43.49
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Three or More Axle	25.28	18.31	43.59
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	30.27	21.15	51.42
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
Pavement Marking Vehicle	23.16	20.01	43.17
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	24.52	17.77	42.29

**LABORERS**

General Laborer	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	18.00	0.00	18.00
Landscaper	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination			

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	26.76	15.14	41.90
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	8.92	27.25
Railroad Track Laborer	17.00	2.96	19.96

### HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).	37.72	21.15	58.87
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	37.22	21.15	58.37
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub	36.72	21.15	57.87

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.46	21.15	57.61
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.17	21.15	57.32
Fiber Optic Cable Equipment.	28.89	17.95	46.84
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs.	35.72	17.85	53.57



<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.			
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	35.46	20.40	55.86

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 8, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	Truck Drivers:	Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55	1 & 2 Axles .....	25.18 .....	18.31
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.38 .....	18.31
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control.....	27.30 .....	15.55			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.59.....	16.39
Carpenter (Except NE Corner).....	30.48.....	15.80
Millwright (Except NE Corner).....	32.11.....	15.80
Piledriverman (Except NE Corner) .....	30.98.....	15.80
Carpenter (Northeast Part) .....	22.61.....	7.97
Millwright (Northeast Part).....	24.16.....	7.97
Piledriverman (Northeast Part) .....	23.11.....	7.97
Ironworker .....	29.27.....	23.96
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....	See Page 3	
Line Construction		
Lineman.....	42.14.....	32% + 5.00
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.....	23.18.....	32% + 5.00
Painters .....	23.74.....	11.72
Well Drilling:		
Well Driller.....	16.52.....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016.

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 8, 2016

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer .....	\$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
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. ....	\$37.77	\$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 machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. ....	\$37.01	\$21.55
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper. ....	\$36.72	\$21.55
			Group 6: Off - road material hauler with or without ejector.....	\$30.82	\$21.55
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 8, 2016

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1 .....	\$29.60	26.5%+ 9.15		
Area 2:				
Electricians.....	31.21	18.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000 .....	28.96	18.26		
Electrical contracts over \$130,000 .....	31.16	18.34		
Area 4: .....	29.84	29.50% + 9.37		
Area 5 .....	28.96	24.85% + 9.70		
Area 6 .....	35.25	19.30	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	31.90	24.95% + 10.46	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	35.75	19.87		
Area 10 .....	29.64	20.54	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 11 .....	32.54	24.07		
Area 12 .....	34.98	19.89	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 13 .....	35.13	23.09		
Teledata System Installer				
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician .....	22.50	12.72		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer .....	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician .....	26.00	17.70	Area 14 -	Statewide.
Area 1 -			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.				
Area 2 -				
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES				
Area 3 -				
FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)				

**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20160308017PROJECT(S):  
1491-12-71FEDERAL ID(S):  
WISC 2016059

CONTRACTOR : \_\_\_\_\_

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

## SECTION 0001 Contract Items

0010	201.0105 Clearing	5.000 STA	.		.	
0020	201.0120 Clearing	12.000 ID	.		.	
0030	201.0205 Grubbing	5.000 STA	.		.	
0040	201.0220 Grubbing	12.000 ID	.		.	
0050	203.0100 Removing Small Pipe Culverts	12.000 EACH	.		.	
0060	204.0100 Removing Pavement	17,775.000 SY	.		.	
0070	204.0110 Removing Asphaltic Surface	1,029.000 SY	.		.	
0080	204.0115 Removing Asphaltic Surface Butt Joints	10.000 SY	.		.	
0090	204.0120 Removing Asphaltic Surface Milling	17,646.000 SY	.		.	
0100	204.0150 Removing Curb & Gutter	7,950.000 LF	.		.	

## SCHEDULE OF ITEMS

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1491-12-71FEDERAL ID(S):  
WISC 2016059

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0155 Removing Concrete Sidewalk	3,050.000 SY	.		.	
0120	204.0210 Removing Manholes	9.000 EACH	.		.	
0130	204.0220 Removing Inlets	22.000 EACH	.		.	
0140	204.0245 Removing Storm Sewer (size) 01. 10-Inch	1,017.000 LF	.		.	
0150	204.0245 Removing Storm Sewer (size) 02. 12-Inch	51.000 LF	.		.	
0160	204.0245 Removing Storm Sewer (size) 03. 15-Inch	75.000 LF	.		.	
0170	204.0245 Removing Storm Sewer (size) 04. 18-Inch	18.000 LF	.		.	
0180	204.0245 Removing Storm Sewer (size) 05. 21-Inch	67.000 LF	.		.	
0190	204.0245 Removing Storm Sewer (size) 06. 24-Inch	188.000 LF	.		.	
0200	204.0245 Removing Storm Sewer (size) 07. 36-Inch	40.000 LF	.		.	
0210	204.0280 Sealing Pipes	2.000 EACH	.		.	



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WISC 2016059

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	205.0100 Excavation Common	25,655.000 CY	.		.	
0230	205.0400 Excavation Marsh	134.000 CY	.		.	
0240	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	2,800.000 TON	.		.	
0250	208.1100 Select Borrow	200.000 CY	.		.	
0260	213.0100 Finishing Roadway (project) 01. 1491-12-71	1.000 EACH	.		.	
0270	305.0110 Base Aggregate Dense 3/4-Inch	1,350.000 TON	.		.	
0280	305.0120 Base Aggregate Dense 1 1/4-Inch	33,565.000 TON	.		.	
0290	305.0500 Shaping Shoulders	136.000 STA	.		.	
0300	306.0115 Salvaged Asphaltic Pavement Base	965.000 CY	.		.	
0310	405.0100 Coloring Concrete Red	23.000 CY	.		.	
0320	416.0160 Concrete Driveway 6-Inch	1,390.000 SY	.		.	

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	440.4410 Incentive IRI Ride	4,920.000 DOL	1.00000		4920.00	
0340	455.0105 Asphaltic Material PG58-28	435.000 TON	.		.	
0350	455.0122 Asphaltic Material PG64-34	302.000 TON	.		.	
0360	455.0605 Tack Coat	4,399.000 GAL	.		.	
0370	460.1100 HMA Pavement Type E-0.3	1,785.000 TON	.		.	
0380	460.1110 HMA Pavement Type E-10	10,498.000 TON	.		.	
0390	460.2000 Incentive Density HMA Pavement	7,860.000 DOL	1.00000		7860.00	
0400	460.4000 HMA Cold Weather Paving	1,927.000 TON	.		.	
0410	460.4110.S Reheating HMA Pavement Longitudinal Joints	26,479.000 LF	.		.	
0420	465.0110 Asphaltic Surface Patching	500.000 TON	.		.	
0430	465.0120 Asphaltic Surface Driveways and Field Entrances	259.000 TON	.		.	

## SCHEDULE OF ITEMS

REVISED:

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1491-12-71FEDERAL ID(S):  
WISC 2016059

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	465.0125 Asphaltic Surface Temporary	162.000 TON	.		.	
0450	465.0315 Asphaltic Flumes	54.000 SY	.		.	
0460	490.0200 Salvaged Asphaltic Pavement Milling	8,113.000 SY	.		.	
0470	520.8000 Concrete Collars for Pipe	1.000 EACH	.		.	
0480	521.0118 Culvert Pipe Corrugated Steel 18-Inch	34.000 LF	.		.	
0490	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	2.000 EACH	.		.	
0500	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	80.000 LF	.		.	
0510	522.0318 Culvert Pipe Reinforced Concrete Class IV 18-Inch	108.000 LF	.		.	
0520	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	3.000 EACH	.		.	
0530	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	4.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

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1491-12-71FEDERAL ID(S):  
WISC 2016059

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	EACH 5.000	.		.	
0550	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	EACH 3.000	.		.	
0560	601.0110 Concrete Curb Type D	LF 255.000	.		.	
0570	601.0411 Concrete Curb & Gutter 30-Inch Type D	LF 8,988.000	.		.	
0580	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	LF 715.000	.		.	
0590	601.0600 Concrete Curb Pedestrian	LF 54.000	.		.	
0600	602.0405 Concrete Sidewalk 4-Inch	SF 54,883.000	.		.	
0610	602.0515 Curb Ramp Detectable Warning Field Natural Patina	SF 530.000	.		.	
0620	606.0200 Riprap Medium	CY 8.000	.		.	
0630	606.0300 Riprap Heavy	CY 8.000	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20160308017PROJECT(S):  
1491-12-71FEDERAL ID(S):  
WISC 2016059

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0640	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	700.000 LF	.		.	
0650	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	76.000 LF	.		.	
0660	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	301.000 LF	.		.	
0670	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	1,243.000 LF	.		.	
0680	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	175.000 LF	.		.	
0690	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	384.000 LF	.		.	
0700	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	42.000 LF	.		.	
0710	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	525.000 LF	.		.	
0720	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	372.000 LF	.		.	
0730	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	80.000 LF	.		.	
0740	611.0530 Manhole Covers Type J	20.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0750	611.0615 Inlet Covers Type F	4.000 EACH	.		.	
0760	611.0624 Inlet Covers Type H	28.000 EACH	.		.	
0770	611.0639 Inlet Covers Type H-S	12.000 EACH	.		.	
0780	611.0645 Inlet Covers Type MS-A	5.000 EACH	.		.	
0790	611.2004 Manholes 4-FT Diameter	9.000 EACH	.		.	
0800	611.2005 Manholes 5-FT Diameter	9.000 EACH	.		.	
0810	611.2006 Manholes 6-FT Diameter	2.000 EACH	.		.	
0820	611.3004 Inlets 4-FT Diameter	17.000 EACH	.		.	
0830	611.3230 Inlets 2x3-FT	27.000 EACH	.		.	
0840	611.3901 Inlets Median 1 Grate	3.000 EACH	.		.	
0850	611.3902 Inlets Median 2 Grate	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0860	611.8110 Adjusting Manhole Covers	26.000 EACH	.		.	
0870	611.8115 Adjusting Inlet Covers	2.000 EACH	.		.	
0880	611.8120.S Cover Plates Temporary	22.000 EACH	.		.	
0890	611.9710 Salvaged Inlet Covers	12.000 EACH	.		.	
0900	611.9800.S Pipe Grates	1.000 EACH	.		.	
0910	614.0920 Salvaged Rail	275.000 LF	.		.	
0920	614.0925 Salvaged Guardrail End Treatments	2.000 EACH	.		.	
0930	614.2300 MGS Guardrail 3	275.000 LF	.		.	
0940	614.2610 MGS Guardrail Terminal EAT	2.000 EACH	.		.	
0950	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1491-12-71	1.000 EACH	.		.	
0960	619.1000 Mobilization	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0970	624.0100 Water	800.000 MGAL	.		.	
0980	625.0100 Topsoil	24,870.000 SY	.		.	
0990	627.0200 Mulching	17,140.000 SY	.		.	
1000	628.1504 Silt Fence	2,700.000 LF	.		.	
1010	628.1520 Silt Fence Maintenance	2,700.000 LF	.		.	
1020	628.1905 Mobilizations Erosion Control	7.000 EACH	.		.	
1030	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	.		.	
1040	628.2006 Erosion Mat Urban Class I Type A	1,500.000 SY	.		.	
1050	628.2008 Erosion Mat Urban Class I Type B	4,000.000 SY	.		.	
1060	628.7005 Inlet Protection Type A	4.000 EACH	.		.	
1070	628.7015 Inlet Protection Type C	37.000 EACH	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
1080	628.7020 Inlet Protection Type D	12.000 EACH	.		.	
1090	628.7504 Temporary Ditch Checks	100.000 LF	.		.	
1100	628.7555 Culvert Pipe Checks	26.000 EACH	.		.	
1110	628.7570 Rock Bags	400.000 EACH	.		.	
1120	629.0210 Fertilizer Type B	16.000 CWT	.		.	
1130	630.0130 Seeding Mixture No. 30	150.000 LB	.		.	
1140	630.0140 Seeding Mixture No. 40	290.000 LB	.		.	
1150	630.0200 Seeding Temporary	100.000 LB	.		.	
1160	631.0300 Sod Water	50.000 MGAL	.		.	
1170	631.1000 Sod Lawn	2,250.000 SY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1180	632.0101 Trees (species) (size) (root) 01. Trees (Autumn Brilliant Serviceberry, 1.5" Cal.)	11.000 EACH	.		.	
1190	632.0101 Trees (species) (size) (root) 02. Trees (Cockspur Hawthorn, 1.5" Cal.)	7.000 EACH	.		.	
1200	632.0101 Trees (species) (size) (root) 03. Trees (Century Ginkgo, 1.5" Cal.)	34.000 EACH	.		.	
1210	632.0101 Trees (species) (size) (root) 04. Trees (Spring Snow Crabapple, 1.5" Cal.)	22.000 EACH	.		.	
1220	632.0101 Trees (species) (size) (root) 05. Trees (Ivory Silk Japanese Tree Lilac, 1.5" Cal.)	31.000 EACH	.		.	
1230	632.0101 Trees (species) (size) (root) 06. Trees (Chokecherry, 1.5" Cal.)	6.000 EACH	.		.	
1240	632.0201 Shrubs (species) (size) (root) 01. Shrubs (Dwarf Bush Honeysuckle, 3 Gal.)	63.000 EACH	.		.	
1250	632.0201 Shrubs (species) (size) (root) 02. Shrubs (Dwarf Ninebark, 3 Gal.)	46.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1260	632.0201 Shrubs (species) (size) (root) 03. Shrubs (Alpine Currant, 3 Gal.)	4.000 EACH	.		.	
1270	632.0201 Shrubs (species) (size) (root) 04. Shrubs (Grow Low Sumac, 3 Gal.)	28.000 EACH	.		.	
1280	632.9101 Landscape Planting Surveillance and Care Cycles	15.000 EACH	.		.	
1290	633.5200 Markers Culvert End	15.000 EACH	.		.	
1300	634.0614 Posts Wood 4x6-Inch X 14-FT	46.000 EACH	.		.	
1310	634.0616 Posts Wood 4x6-Inch X 16-FT	11.000 EACH	.		.	
1320	634.0618 Posts Wood 4x6-Inch X 18-FT	5.000 EACH	.		.	
1330	637.2210 Signs Type II Reflective H	377.270 SF	.		.	
1340	637.2230 Signs Type II Reflective F	62.250 SF	.		.	
1350	638.2102 Moving Signs Type II	8.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1360	638.2602 Removing Signs Type II	61.000 EACH	.		.	
1370	638.3000 Removing Small Sign Supports	64.000 EACH	.		.	
1380	638.4000 Moving Small Sign Supports	8.000 EACH	.		.	
1390	642.5401 Field Office Type D	1.000 EACH	.		.	
1400	643.0100 Traffic Control (project) 01. 1491-12-71	1.000 EACH	.		.	
1410	643.0300 Traffic Control Drums	36,350.000 DAY	.		.	
1420	643.0410 Traffic Control Barricades Type II	4,920.000 DAY	.		.	
1430	643.0420 Traffic Control Barricades Type III	10,080.000 DAY	.		.	
1440	643.0705 Traffic Control Warning Lights Type A	13,250.000 DAY	.		.	
1450	643.0715 Traffic Control Warning Lights Type C	880.000 DAY	.		.	
1460	643.0800 Traffic Control Arrow Boards	88.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1470	643.0900 Traffic Control Signs	20,708.000 DAY	.		.	
1480	643.0920 Traffic Control Covering Signs Type II	11.000 EACH	.		.	
1490	643.1050 Traffic Control Signs PCMS	21.000 DAY	.		.	
1500	643.2000 Traffic Control Detour (project) 01. 1491-12-71	1.000 EACH	.		.	
1510	643.3000 Traffic Control Detour Signs	37,087.000 DAY	.		.	
1520	644.1410.S Temporary Pedestrian Surface Asphalt	13,000.000 SF	.		.	
1530	644.1601.S Temporary Curb Ramp	8.000 EACH	.		.	
1540	644.1616.S Temporary Pedestrian Safety Fence	5,000.000 LF	.		.	
1550	645.0111 Geotextile Fabric Type DF Schedule A	930.000 SY	.		.	
1560	645.0120 Geotextile Fabric Type HR	53.000 SY	.		.	
1570	646.0106 Pavement Marking Epoxy 4-Inch	10,778.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1580	646.0126 Pavement Marking Epoxy 8-Inch	600.000 LF	.		.	
1590	647.0576 Pavement Marking Stop Line Epoxy 24-Inch	35.000 LF	.		.	
1600	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	1,620.000 LF	.		.	
1610	648.0100 Locating No-Passing Zones	1.230 MI	.		.	
1620	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	1,700.000 LF	.		.	
1630	649.0402 Temporary Pavement Marking Paint 4-Inch	10,000.000 LF	.		.	
1640	649.1400 Temporary Pavement Marking Stop Line Removable Tape 24-Inch	40.000 LF	.		.	
1650	649.1800 Temporary Pavement Marking Arrows Removable Tape	2.000 EACH	.		.	
1660	650.4000 Construction Staking Storm Sewer	91.000 EACH	.		.	
1670	650.4500 Construction Staking Subgrade	7,651.000 LF	.		.	
1680	650.5000 Construction Staking Base	7,651.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1690	650.5500 Construction Staking Curb Gutter and Curb & Gutter	10,072.000 LF	.		.	
1700	650.6000 Construction Staking Pipe Culverts	3.000 EACH	.		.	
1710	650.8000 Construction Staking Resurfacing Reference	6,694.000 LF	.		.	
1720	650.9910 Construction Staking Supplemental Control (project) 01. 1491-12-71	LUMP	LUMP		.	
1730	650.9920 Construction Staking Slope Stakes	8,067.000 LF	.		.	
1740	690.0150 Sawing Asphalt	4,224.000 LF	.		.	
1750	690.0250 Sawing Concrete	6,452.000 LF	.		.	
1760	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,000.000 HRS	5.00000		10000.00	
1770	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	1,320.000 HRS	5.00000		6600.00	
1780	SPV.0035 Special 01. Abandoning Sewer	7.000 CY	.		.	
1790	SPV.0035 Special 02. Planting Mixture	299.000 CY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1800	SPV.0035 Special 03. Aggregate Planting Soil	88.000 CY	.		.	
1810	SPV.0060 Special 01. Salvage and Reset Inlets	12.000 EACH	.		.	
1820	SPV.0060 Special 02. Sanitary Sewer Manhole	4.000 EACH	.		.	
1830	SPV.0060 Special 03. Sanitary Sewer Manhole Drop	1.000 EACH	.		.	
1840	SPV.0060 Special 04. Sanitary Sewer Manhole Core	1.000 EACH	.		.	
1850	SPV.0060 Special 05. Water Main Gate Valve Box 6-Inch	7.000 EACH	.		.	
1860	SPV.0060 Special 06. Water Main Bend 45 Degree 6-Inch	22.000 EACH	.		.	
1870	SPV.0060 Special 07. Water Main Bend 22.5 Degree 6-Inch	2.000 EACH	.		.	
1880	SPV.0060 Special 08. Water Main Bend 11.25 Degree 6-Inch	2.000 EACH	.		.	
1890	SPV.0060 Special 09. Water Main Tee 6-Inch	3.000 EACH	.		.	
1900	SPV.0060 Special 10. Water Main Gate Valve and Box 6-Inch	5.000 EACH	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
1910	SPV.0060 Special 11. Water Service Curb Box	1.000 EACH	.		.	
1920	SPV.0060 Special 12. Water Service Copper 1-Inch	2.000 EACH	.		.	
1930	SPV.0060 Special 13. Connect to Existing Water Main	9.000 EACH	.		.	
1940	SPV.0060 Special 14. Hydrant	3.000 EACH	.		.	
1950	SPV.0060 Special 15. Hydrant Extension 2-Ft	1.000 EACH	.		.	
1960	SPV.0060 Special 16. Sanitary Sewer Service Connection 4-Inch	1.000 EACH	.		.	
1970	SPV.0060 Special 17. Sanitary Sewer Service Connection 8-Inch	2.000 EACH	.		.	
1980	SPV.0060 Special 18. Perennial (Purple Dome Aster)(1 Gal.	106.000 EACH	.		.	
1990	SPV.0060 Special 19. Perennial (Purple Coneflower)(1 Gal.	113.000 EACH	.		.	
2000	SPV.0060 Special 20. Perennial (Feather Reed Grass)(1 Gal.)	323.000 EACH	.		.	
2010	SPV.0060 Special 21. Perennial (Baja Daylily)(1 Gal.)	336.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2020	SPV.0060 Special 22. Perennial (Walkers Low Catmint)( 1 Gal.)	507.000 EACH	.		.	
2030	SPV.0060 Special 23. Perennial (Russian Sage)(1Gal.)	23.000 EACH	.		.	
2040	SPV.0060 Special 24. Perennial (Goldstrum Black Eyed Susan)(1Gal.)	207.000 EACH	.		.	
2050	SPV.0060 Special 25. Perennial (Autumn Joy Sedum)(1 Gal.)	66.000 EACH	.		.	
2060	SPV.0060 Special 26. Perennial (Blue Heaven Little Bluestem)(1Gal.)	141.000 EACH	.		.	
2070	SPV.0060 Special 27. Perennial (Prairie Dropseed)(1 Gal.)	79.000 EACH	.		.	
2080	SPV.0060 Special 28. Perennial (Tara Prairie Dropseed)(1 Gal.)	228.000 EACH	.		.	
2090	SPV.0060 Special 29. Bench	12.000 EACH	.		.	
2100	SPV.0060 Special 30. Bike Rack	4.000 EACH	.		.	
2110	SPV.0060 Special 31. Trash Receptacle	7.000 EACH	.		.	
2120	SPV.0060 Special 32. Gateway Sign	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2130	SPV.0060 Special 33. Stone Bollard	6.000 EACH	.		.	
2140	SPV.0060 Special 34. Sod Lawn Surveillance and Care Cycle	15.000 EACH	.		.	
2150	SPV.0060 Special 35. Temporary Mailbox	5.000 EACH	.		.	
2160	SPV.0075 Special 01. Street Sweeping	60.000 HRS	.		.	
2170	SPV.0090 Special 01. Grading and Shaping Ditch	416.000 LF	.		.	
2180	SPV.0090 Special 02. Concrete Curb and Gutter 6-Inch Sloped 24-Inch Type D	114.000 LF	.		.	
2190	SPV.0090 Special 03. Sanitary Sewer Pipe SDR 35 PVC 8-Inch	530.000 LF	.		.	
2200	SPV.0090 Special 04. Water Main Ductile Iron 6-Inch	326.000 LF	.		.	
2210	SPV.0090 Special 05. Insulation Board Polystyrene 2-Inch	576.000 LF	.		.	
2220	SPV.0090 Special 06. Insulation Board Polystyrene 4-Inch	96.000 LF	.		.	
2230	SPV.0090 Special 07. Landscape Edging	564.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2240	SPV.0105 Special .01 Construction Staking Water & Sanitary Sewer	LUMP	LUMP		.	
2250	SPV.0120 Special 01. Water for Seeded Areas	510.000 MGAL	.		.	
2260	SPV.0165 Special 01. Scoring Sidewalk	54,883.000 SF	.		.	
2270	SPV.0165 Special 02. Coarse Aggregate Stone Mulch	145.000 SF	.		.	
2280	SPV.0165 Special 03. Stone Pavers	950.000 SF	.		.	
2290	SPV.0180 Special 01. Shredded Hardwood Bark Mulch	702.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**