

**HIGHWAY WORK PROPOSAL**

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

Proposal Number:

**19**

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Manitowoc	1470-18-71	WISC 2016 479	Lincoln Ave, City of Two Rivers 22 <sup>nd</sup> Street - 35 <sup>th</sup> Place	STH 42
Manitowoc	1470-18-72		Lincoln Ave, City of Two Rivers 22 <sup>nd</sup> Street - 35 <sup>th</sup> Place Local Utilities	STH 42

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

Proposal Guaranty Required, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: December 13, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 27, 2017	<div style="text-align: center;"> <h1>SAMPLE</h1> <h2>NOT FOR BIDDING PURPOSES</h2> </div>
Assigned Disadvantaged Business Enterprise Goal 4%	

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, base aggregate, storm sewer, watermain, sanitary sewer, concrete pavement, concrete curb and gutter, concrete sidewalk, permanent signing, pavement marking and street lighting.	
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.

## Special Provisions

### Table of Contents

Article	Description	Page #
1.	General.....	4
2.	Scope of Work.....	4
3.	Prosecution and Progress.....	4
4.	Traffic.....	7
5.	Holiday Work Restrictions.....	10
6.	Utilities.....	11
7.	Hauling Restrictions.....	22
8.	Erosion Control.....	22
9.	Dewatering.....	22
10.	Survey Monument Coordination.....	23
11.	Public Convenience and Safety.....	23
12.	Coordination with Businesses and Residents.....	23
13.	Municipality Acceptance of Sanitary Sewer and Water Main Construction.....	24
14.	Referenced Construction Specifications.....	24
15.	Dust Abatement.....	24
16.	Clearing and Grubbing.....	24
17.	Excavation Common.....	25
18.	QMP Base Aggregate.....	25
19.	Ride Quality.....	33
20.	Coloring Concrete Custom, Item 405.0200.....	33
21.	Protection of Concrete.....	33
22.	Concrete Driveway 6-Inch Item 416.0160.....	33
23.	Storm Sewer General.....	33
24.	Adjusting Manhole Covers.....	34
25.	Pipe Grates, Item 611.9800.S.....	34
26.	Fence Safety, Item 616.0700.S.....	35
27.	Landscape Planting Surveillance and Care Cycles.....	36
28.	Traffic Control.....	36
29.	Temporary Curb Ramp, Item 644.1601.S.....	37
30.	Temporary Pedestrian Safety Fence, Item 644.1616.S.....	38
31.	Construction Staking Slope Stakes, Item 650.9920.....	39
32.	Crack and Damage Survey, Item 999.1500.S.....	39
33.	General Sanitary Sewer and Water Main Construction.....	40
34.	Backfill Sanitary and Water Utility, Item SPV.0035.01.....	41
35.	Low Permeability Trench Plug, Item SPV.0035.02.....	42
36.	Temporary Crosswalk Access, Item SPV.0045.01.....	44
37.	Tree Trimming, Item SPV.0060.01.....	45
38.	Reconnect Storm Sewer Laterals, Item SPV.0060.02.....	46
39.	Inlet Cover Type Driveway Special, Item SPV.0060.03.....	47
40.	Manholes 8x8-FT Special, Item SPV.0060.04.....	47

41.	Concrete Pipe Support, Item SPV.0060.05.....	47
42.	Lighting Assemblies Black Finish, Item SPV.0060.06. ....	47
43.	Polymer Concrete Pull Box, Item SPV.0060.07.....	48
44.	Mini Storm Sewer Cleanouts, Item SPV.0060.08. ....	49
45.	Remove Valve and Pit, Item SPV.0060.09.....	50
46.	Remove Sanitary Manhole, Item SPV.0060.10.....	51
47.	Remove Hydrant, Lead and Valve, Item SPV.0060.11. ....	52
48.	Curb Stop Valve and Box, 1-Inch, Item SPV.0060.12; Curb Stop Valve and Box, 2-Inch, Item SPV.0060.13; Valve and Box, 6-Inch, Item SPV.0060.14; Valve and Box, 8-Inch, Item SPV.0060.15; Valve and Box, 12-Inch, Item SPV.0060.16.....	53
49.	Hydrant, Item SPV.0060.17.....	54
50.	Tap and Corporation, 1-Inch, Item SPV.0060.18; Tap and Corporation, 2-Inch, Item SPV.0060.19.....	55
51.	Sanitary Manhole Casting, Item SPV.0060.20; Water Valve Manhole Casting, Item SPV.0060.21. ....	56
52.	Adjusting Sanitary Manhole Casting, Item SPV.0060.22. ....	57
53.	Water Valve Manhole 60-Inch, Item SPV.0060.23; Sanitary Manhole 48-Inch, Item SPV.0200.01. ....	58
54.	Construction Staking Sanitary Sewer, Item SPV.0060.24; Construction Staking Water Main, Item SPV.0090.21.....	59
55.	Street Sweeping, Item SPV.0075.01.....	60
56.	Water Main Fittings, Item SPV.0085.01.....	61
57.	Concrete Curb & Gutter 30-Inch Type A Special, Item SPV.0090.01.....	62
58.	Concrete Curb & Gutter Type Special Parking Lot, Item SPV.0090.02. ....	62
59.	Concrete Curb & Gutter HES 30-Inch Type A, Item SPV.0090.03. ....	62
60.	Mini Storm Sewer 6-Inch, Item SPV.0090.04; Mini Storm Sewer Lateral 4-Inch, Item SPV.0090.05; Storm Sewer Lateral 4-Inch, Item SPV.0090.06.....	63
61.	Tubular Sediment Control (Silt Sock), Item SPV.0090.07.....	65
62.	Remove Existing Water Main, Item SPV.0090.08.....	66
63.	Hydrant Lead, 6-Inch, Item SPV.0090.09; Water Main, 4-Inch, Item SPV 0090.10; Water Main, 6-Inch, Item SPV.0090.11; Water Main, 8-Inch, Item SPV.0090.12; Water Main, 12-Inch, Item SPV.0090.13; Water Main, DI, 12-Inch, Item SPV.0090.22. ....	67
64.	Water Service, 1-Inch, Item SPV.0090.14; Water Service, 2-Inch, Item SPV.0090.15. ....	68
65.	Sanitary Lateral, 6-Inch, Item SPV.0090.16.....	69
66.	Sanitary Sewer, 8-Inch, Item SPV.0090.17; Sanitary Sewer, 10-Inch, Item SPV.0090.18; Sanitary Sewer, 15-Inch, Item SPV.0090.19.....	71
67.	Abandon Sanitary Sewer, 8-Inch, Slurry Fill, Item SPV.0090.20.....	72
68.	Concrete Pavement Joint Layout, Item SPV.0105.01.....	73
69.	Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation SPV.0105.02. ....	74
70.	Water of Seeded Area, Item SPV.0120.01.....	78
71.	Concrete Sidewalk HES 6-Inch, Item SPV.0165.01.....	79
72.	Insulation Board 2-Inch, Item SPV.0165.02.....	79
73.	Shredded Hardwood Bark Mulch, Item SPV.0180.01.....	80



74.	Concrete Joint Sealing, Item SPV.0180.02.....	81
75.	Excavation, Segregation, Hauling, and Disposal of Contaminated Soil and Groundwater, Item SPV.0195.01.....	81

## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 1470-18-71, 1470-18-72, Lincoln Ave, City of Two Rivers, 22<sup>nd</sup> Street – 35<sup>th</sup> Place, STH 42, Manitowoc 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, 2017 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 (20160607)

### **2. Scope of Work.**

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

104-005 (20090901)

### **3. Prosecution and Progress.**

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

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

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

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

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

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. 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. If an individual bat or active roost is encountered during

construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

In accordance to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree removal, but will not occur within 0.25 miles of a known hibernacula, nor will the activity remove a known maternity roost tree or any other tree within 150 feet of a known maternity roost tree.

If additional trees need to be removed, no Clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence survey. Notify the engineer if additional Clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.

Submit a schedule and description of Clearing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based on 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.

#### **A Schedule of Operations**

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

No work is permitted north of 35th Place until June 9, 2017 or until classes have concluded for the Two Rivers School District.

#### **B Meetings and Coordination**

Conduct a prosecution and progress meeting once a week. The contractor's superintendent or appointed representative shall attend and provide a written or linear schedule of the next week's operations that conforms to standard spec 108.4. Subcontractor's representatives for ongoing subcontract work or work beginning within the next two weeks shall also attend the meeting. The written schedule shall include begin and end dates of specific prime and subcontractor work operations. Invite City of Two Rivers representatives to attend the prosecution and progress meetings, including area EMS services, School District representatives and Transit representatives. Agenda items at the meeting shall include review of the contractor's schedule and subcontractors' schedule, traffic control staging, and evaluation of progress and pay items. Review plans, schedule and specifications for upcoming work at this meeting.

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

Coordinate with the City of Two Rivers to provide access for garbage collection. Contact Scott Ahl at (920) 793-5542.

The City of Two Rivers will remove and reinstall the street name signs and city owned wayfinding signs for the project. Contact Scott Ahl at (920) 793-5542 two weeks prior to the start of construction to schedule the removal of these items.

The United States Postal Service (USPS) maintains front door deliveries within the project limits. The Manitowoc USPS office is responsible for coordinating postal deliveries and has been notified about the project. Contact the post master at (920) 682-6166 two weeks prior to construction to notify them about changes in access.

Maritime Metro Transit 'Route 1' runs along Lincoln Ave (WIS 42) and has three stops on the east side of Lincoln Ave (WIS 42) within the project limits: 24th Street, 29th Street, and 33rd Street. Contact the Jim Muenzenmeyer, Transit/Buildings and Grounds Division Manager at (920) 686-3560 three weeks prior to the closure of Lincoln Ave (WIS 42) to coordinate their detour route and removal of route signs.

### **C Adjacent Properties and Access**

At the end of each day, place select crushed material or base aggregate dense to provide a maximum 12% ramp to all entrances.

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

Maintain access to businesses within the corridor. If a business has multiple driveways and/or side street access, stage closures to allow access at a minimum of one access.

Do not commence utility work or disrupt a utility without notifying the property owner, resident or business a minimum of 48 hours in advance. Do not shut off utilities to businesses during the business open times unless approved by the engineer.

The property owner at 2305 Lincoln Avenue has special access needs. Coordinate driveway closures and access route changes with the owner's daughter Gay Throne at (920) 794-7043.

The gas station property at 816 22<sup>nd</sup> Street has two access point on WIS 42 (Lincoln Ave) and one on 22<sup>nd</sup> Street. Maintain access to the southern access on WIS 42 (Lincoln Ave) at all times unless work is being completed directly at the access. When the southern access is closed, provide access at the northern access on WIS 42 (Lincoln Ave).

The bank property at 2221 Lincoln Avenue has one access point on WIS 42 (Lincoln Ave) and two on 23<sup>rd</sup> Street. Do not close the access on WIS 42 (Lincoln Ave) and the western access on 23<sup>rd</sup> Street at the same time.

#### **4. Traffic.**

##### **A General**

Close WIS 42 (Lincoln Ave) to through traffic within the project limits while this project is under construction. Sign a detour to route traffic around the project. The detour route for WIS 42 (Lincoln Ave) follows WIS 147 to CTH VV to WIS 42, as detailed on the plans.

Furnish and operate portable changeable message boards on WIS 42 (Lincoln Ave) near 22<sup>nd</sup> Street and 35<sup>th</sup> Place. Place two weeks prior to the anticipated start date for the detour route.

##### **B Portable Changeable Message Signs – Message Prior Approval**

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

##### **C Vehicle Access**

Maintain local vehicle traffic access to properties within the work zone that do not have alternate access available outside the work zone, at all times, except as allowed herein. Maintain ramped driveway access at a maximum slope of 12% on existing driveway surface, compacted base aggregate dense, or finished driveway surface. Vehicular access to a property driveway may be closed for a maximum of 48 hours in total for installation of storm sewer, sanitary sewer, or water main. Vehicle access to a property driveway may be closed for a maximum of 48 hours in total for excavation to roadway subgrade. Vehicle access to a property driveway may be closed for a maximum of 5 calendar days in total to complete concrete pavement at the driveway. Provide pavement gaps for businesses without alternate access as shown in the plan details. Notify the property resident a minimum of 72 hours in advance of closing driveway access.

Notify the property resident a minimum of 72 hours in advance of driveway reconstruction to verify closure or staged driveway construction methods. Residential driveways may be closed for a maximum of 10 calendar days to complete concrete curb and gutter, concrete driveway, and concrete sidewalk items at the driveway approach.

Coordinate with each business for the best time to construct driveways and sidewalks so as not to interrupt business operations during open hours. Construct driveway approaches to commercial properties in stages if the property does not have an alternate access available so that at least one access is maintained to each business at all times.

Provide two-way vehicles access between 35<sup>th</sup> Place and the end of the project at all times, except as allowed herein. Vehicle access to 35<sup>th</sup> Place may be closed for a maximum of 48 hours in total for excavation to roadway subgrade. Vehicle access to 35<sup>th</sup> Place may be closed for a maximum of 5 calendar days in total to complete storm sewer and watermain installation and may be closed for a maximum of 5 calendar days in total to complete concrete pavement at the intersection. Provide space to accommodate school bus turning movements at the 35<sup>th</sup> Place intersection when access to the intersection is allowed. Notify the City of Two Rivers and the Two Rivers School District a minimum of 72 hours in advance of closing access to 35<sup>th</sup> Place. Adjust all traffic controls signs accordingly

Maintain access within the work zone for emergency service vehicles at all times. The access route for emergency vehicles shall be clear of obstructions or hazards, including material stockpiles, equipment, exposed utility structures, and open excavations. The access route shall be a minimum of 15' wide. Delineate hazards adjacent to the route with traffic control devices.

For emergency vehicle access, furnish, construct, and maintain a ramp of compacted base aggregate dense between closed side streets or open cross streets and the work zone at all times, including down to excavated subgrade. The ramps shall be a minimum of 15' wide and delineated with traffic control drums. The maximum ramp slope shall be 12%. Use drums, barricades, flexible tubular markers, and safety fence to direct vehicular traffic in the work zone. Protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, and hydrants, drums, barricades, and safety fence, or as directed by the engineer.

Do not store vehicles, equipment or materials on adjacent or intersecting streets beyond the project limits without specific approval of the engineer.

#### **D Intersection Closure**

Maintain one lane of traffic, a minimum of 15' wide, across 24<sup>th</sup> Street and 34<sup>th</sup> Street at all times. Furnish a hard surface for the crossing, either base aggregate dense or paved surface, when crossing is active. Concrete gaps are included for paving operations.

#### **E Pedestrian Access**

A pedestrian detour route is included in the plans for the closure of WIS 42 (Lincoln Ave). Set and maintain this detour with the closure of WIS 42 (Lincoln Ave) to through pedestrian traffic. Maintain access for local pedestrian traffic within the work zone on a paved surface on a minimum of one side of WIS 42 (Lincoln Ave) at all times. Paved surface includes existing sidewalk, temporary pedestrian surface, or finish concrete sidewalk as shown in the plans.

The contractor may close local pedestrian access to complete utility lateral connections, storm sewer structures, or excavation for subgrade within 2 feet of the existing sidewalk location. Close a maximum of one city block at any time and provide sidewalk closure signs and barricades at the ends of the closed block. Reopen the closed local pedestrian access within 24 hours of the time of closure by replacing removed sidewalk sections with

temporary pedestrian surface and removing all sidewalk closure signs and barricades. The temporary pedestrian surface width shall match the width of adjacent existing sidewalk and meet ADA guidelines for accessible routes. Backfill along the temporary sidewalk surface edges and compact to a minimum slope of 3:1 perpendicular to the temporary surface edge. Installation of sidewalk closure signs and barricades, placement and removal of temporary pedestrian surface, and backfilling are incidental to the work that requires removal of existing sidewalk.

Temporary pedestrian surface shall consist of one of the following over a compacted layer of dense graded aggregate foundation:

- Hot mix 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.
- Concrete surface according to standard spec 602

Temporary pedestrian surface shall have vertical joints no higher than 1/4 inch and horizontal joints no wider than 1/2 inch.

For the side of WIS 42 (Lincoln Ave) closed to pedestrians, install and maintain sidewalk closed signs and barricades at each end of the closure. Maintain existing sidewalk until the sidewalk is removed for utility or subgrade excavation. Where sidewalk is removed, backfill and compact the location of the existing sidewalk with base aggregate dense to the existing grade elevation at the end of work activities for the day.

Provide a minimum of one crosswalk access, according to the Temporary Crosswalk Access bid item, of WIS 42 (Lincoln Ave) at the intersections of 24th Street, 28th Street and 34th Street or as directed by the engineer. Crosswalk access shall be maintained at all times except the access at 28th Street may be closed for concrete pavement construction.

Provide temporary crosswalk access across closed side streets, outside the work zone, at all times as detailed in the plans and directed by the engineer. Furnish and install Temporary Curb Ramps at the crosswalk location.

Furnish and install Temporary Pedestrian Safety Fence along existing and temporary sidewalk surface where there are drop-offs greater than 6-inches within 1-foot of the sidewalk edge and a earth barrier does not exist to delineate the edge of sidewalk for vision impaired pedestrians.

Traffic Control Drums or barrels shall not be used for guidance along pedestrian access routes.

If additional special pedestrian access needs are identified along the project, provide for that access as directed by the engineer.

**F Advance Notification**

Notify the City of Two Rivers Police Department, Fire Department, Two Rivers Engineering; Scott Ahl, and Two Rivers School District 48 hours in advance of closing WIS 42 (Lincoln Ave) and all closures of intersecting side streets. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

**G Wisconsin Lane Closure System Advance 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 < 16')	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Full ramp closures	7 calendar days
Detours	7 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.

108-057 (20160607)

**5. Holiday Work Restrictions.**

Do not haul materials of any kind along or across any portion of the highway carrying WIS 42 (Lincoln Ave) traffic, and do not utilize flagging operations or any traffic control that might impede the free flow of traffic in any open lanes during the following holiday periods:

- From noon Friday, May 26, 2017 to 6:00 AM Tuesday, May 30, 2017 for Memorial Day;
- From noon Monday, July 3, 2017 to 6:00 AM Wednesday, July 5, 2017 for Independence Day;
- From noon Friday, September 1, 2017 to 6:00 AM Tuesday, September 5, 2017 for Labor Day.



## **6. Utilities.**

### **Project 1470-18-71**

This contract does not come under the provisions of Wisconsin Administrative Code Chapter Trans 220.

107-065 (20080501)

There are utility facilities within the construction limits of this project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per statutes. Take all required precautions when working within 18-inches of underground utilities. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times.

Work around or remove and dispose of any discontinued utility facility during excavation. Any removal and disposal is incidental to common excavation.

Additional detailed information regarding the location of utility facilities is available at the region WisDOT office during normal working hours.

### **Charter Communications (Communication/ Telephone)**

Charter Communications maintains overhead communications lines and multiple service lines on Two Rivers Water and Light Utility (TRWL) utility poles within the project limits. Overhead communications lines cross WIS 42 (Lincoln Ave) at 23<sup>rd</sup> Street and 24<sup>th</sup> Street. Charter Communication maintains an overhead communication line located on the west side of WIS 42 (Lincoln Ave) from 29<sup>th</sup> Street to 34<sup>th</sup> Street. At the south approach of 34<sup>th</sup> Street, Charter Communication's overhead communication line crosses WIS 42 (Lincoln Ave) and continues north on the east side of WIS 42 (Lincoln Ave).

Charter Communications maintains a buried communication line on the east side of WIS 42 (Lincoln Ave) from Station 75+30 RT continuing to the end of the project. Charter Communications will discontinue the communication line prior to construction. Conflicting discontinued facilities can be removed by the contractor concurrent with construction.

Due to conflicts and planned utility pole relocations by TRWL, Charter Communications will complete the following work prior to construction:

- Relocate overhead communication lines that cross at 23<sup>rd</sup> Street to new TRWL utility poles.
- Remove existing overhead communications and install a buried communication line from the new TRWL utility pole at 36+25 RT to the new TRWL utility pole at 36+80 RT. The buried communication line will be joint trench with TRWL facilities.
- Install a new overhead communication line from the TRWL utility pole at Station 36+80 RT to the TRWL utility pole at Station 38+85 RT.

- Remove existing overhead communications and install a buried communication line from the new TRWL utility pole at Station 36+25 LT to the new TRWL utility pole at Station 38+30 LT. The buried communication line will be joint trench with TRWL facilities.
- Remove overhead communication line from TRWL pole at Station 39+44 LT.
- Remove overhead communication line crossing WIS 42 (Lincoln Ave) at 24<sup>th</sup> Street.
- Install a buried communication line approximately 10-feet below grade at Station 39+80 crossing underneath WIS 42 (Lincoln Ave).
- Remove existing overhead communications and install a buried communication line from the new TRWL utility pole at Station 41+85 LT to the new TRWL utility pole at Station 43+03 RT. The buried communication line will be joint trench with TRWL facilities.
- Remove overhead communication line from TRWL poles (2) between Station 45+76 LT to Station 46+65 LT.
- Remove overhead communication line from TRWL pole at Station 47+05 LT.
- Remove overhead communication line from TRWL pole at Station 50+22 LT.
- Remove overhead communication line from TRWL pole at Station 53+56 RT.
- Remove overhead communication line from TRWL pole at Station 54+00 RT.
- Remove overhead communication line from TRWL poles (6) from Station 62+88 LT to Station 68+95 LT.
- Install a buried communication line crossing WIS 42 (Lincoln Ave) at Station 65+00. The buried communication line will be joint trench with TRWL facilities.
- Remove a down guy at Station 71+55 LT.
- Remove overhead communication line from TRWL pole at Station 72+52 RT.
- Relocate overhead communication line near Station 72+50 LT to the new TRWL utility pole at Station 72+50 LT.
- Relocate overhead communication line to new TRWL utility poles (4) from Station 73+93 RT to the end of the project.

Charter Communications will complete the following work during construction:

- Relocate overhead communication line to new TRWL pole at Station 54+00 LT.

Notify Charter Communication five working days ahead of any TRWL required utility pole removal that has Charter Communication facilities. Charter Communications will require two working days to complete each relocation once TRWL has completed their work.

Charter Communication Contact:

Nick Frase  
 3315 Lincoln Ave  
 Two Rivers, WI 54241  
 Work: (920) 304-6797  
 Email: [Nick.Frase@charter.com](mailto:Nick.Frase@charter.com)

**City of Two Rivers (Sewer)**

The City of Two Rivers has underground sanitary sewer running throughout the project limits. As part of the department's project, the city will be replacing all of their sanitary sewer main, laterals, and manholes within the project limits. Several laterals will be discontinued as part of this project.

The City of Two Rivers contact for sanitary sewer work is:

Scott Ahl  
1415 Lake Street  
Two Rivers, WI 54241  
Work: (920) 793-5542  
Email: [scoahl@two-rivers.org](mailto:scoahl@two-rivers.org)

**City of Two Rivers (Water)**

The City of Two Rivers has underground water facilities running throughout the project limits. As part of the department's project, the city will be replacing all water main, services, hydrants, etc. within the project limits. Several services will be discontinued as part of this project.

The City of Two Rivers contact for water utility work is:

Scott Ahl  
1415 Lake Street  
Two Rivers, WI 54241  
Work: (920) 793-5542  
Email: [scoahl@two-rivers.org](mailto:scoahl@two-rivers.org)

**Frontier Communications (Communication/ Telephone)**

Frontier Communications maintains a buried conduit duct package crossing WIS 42 (Lincoln Ave) below 23<sup>rd</sup> Street. Frontier Communication will remove the communication lines from the duct package due to conflicts with storm sewer and or excavation prior to construction. Conflicting discontinued facilities can be removed by the contractor concurrent with construction. Frontier Communications will add a new overhead communication line crossing WIS 42 (Lincoln Ave) near Station 36+50 on TRWL poles. This work will be done prior to construction.

Frontier Communications maintains a buried conduit package on the west side of WIS 42 (Lincoln Ave) from a utility pedestal at 75+70 LT continuing to the end of the project. Frontier Communications has indicated their facilities are located approximately 36-inches to 42-inches below the existing grade. No conflicts are anticipated with this communication line, but grading for the new drainage swale will be in close proximity to the facilities. Use caution while grading in that area.

Frontier Communications has overhead communications lines crossing WIS 42 (Lincoln Ave) at 29<sup>th</sup> Street. This line continues along the west side of WIS 42 (Lincoln Ave) to the end of the project on TRWL utility poles.

Due to conflicts and planned utility pole relocations by TRWL, Frontier Communications will complete the following work prior to construction:

- Discontinue overhead communication lines on the west side of WIS 42 (Lincoln Ave) from 29<sup>th</sup> Street to the utility pedestal at Station 75+70 LT.
- Install a new overhead communication line crossing WIS 42 (Lincoln Ave) at Station 58+72 on TWRL utility poles.
- Install a new overhead communication line on the east side of WIS 42 (Lincoln Ave) from Station 58+72 RT to Station 59+85 RT on TWRL utility poles.
- Install a buried communication line from a new utility pedestal at 59+85 RT to a new utility pedestal at Station 65+00 RT, located between the curb and gutter and the sidewalk.
- Install a new utility pedestal at Station 61+45 RT between the curb and gutter and the sidewalk.
- Install a buried communication line from a new utility pedestal at 65+00 RT crossing WIS 42 (Lincoln Ave) to a new utility pedestal at 65+00 LT, located behind the sidewalk. The buried communication line will be joint trench with TRWL facilities.
- Install a buried communication line from the new utility pedestal at 65+00 LT to a new utility pedestal at 65+20 LT, located behind the sidewalk. The buried communication line will be joint trench with TRWL facilities.
- Install a buried communication line from the existing utility pedestal at 71+90 RT crossing WIS 42 (Lincoln Ave) on the south approach of 34<sup>th</sup> Street and then crossing the west approach of 34<sup>th</sup> Street to a new utility pedestal at 72+55 LT, located between the curb and gutter and the sidewalk on 34<sup>th</sup> Street.
- Relocate overhead communication lines on the west side WIS 42 (Lincoln Ave) from the new utility pedestal at 72+55 LT to new TRWL utility poles.

Frontier Communications Contact:

Richard Endsley  
118 Division Street  
Plymouth, WI 53073  
Work: (920) 893-7242  
Cell: (920) 574-6859  
Email: [richard.j.endsley@ftr.com](mailto:richard.j.endsley@ftr.com)

### **Two Rivers Water & Light Utility (Electricity)**

TRWL maintains and owns all utility poles and street lighting along WIS 42 (Lincoln Ave). TRWL maintains overhead electric lines on their utility poles on both sides of WIS 42 (Lincoln Ave) with aerial crossings from 23<sup>rd</sup> Street to Station 77+00. TRWL will either be relocating or removing all facilities within the project limits to eliminate conflicts.

TRWL utility poles that are required between the curb and sidewalk will be installed to provide a minimum of 2-feet of clearance from face of new curb.

The following table includes work that will be completed by TRWL prior to the start of construction:

	<b>EXISTING</b>		<b>PROPOSED</b>		
<b>Description</b>	<b>Station</b>	<b>Approx. Location</b>	<b>Station</b>	<b>Approx. Location</b>	<b>Work Activities</b>
Utility Pole & Overhead Electric	36+25	48' LT	-	-	Removed
Utility Pole	-	-	36+25	80' LT	New utility pole with relocated overhead.
Underground	-	-	36+25 to 38+25	26' LT to 80' LT	New underground electric will be installed in terrace.
Underground	-	-	36+25 to 36+80	25' RT to 55' RT	New underground electric will be installed in terrace.
Utility Pole	36+81	26' RT	Same*		New pole.
Overhead Electric	36+81 to 37+81	26' RT	Same*		Relocated to new poles.
Utility Pole	37+81	26' RT	Same*		New pole.
Utility Pole	38+84	26' RT	Same*		New pole.
Overhead Electric	37+81 to 38+84	26' RT	Same*		Relocated to new poles.
Overhead Electric	38+55	CL	-	-	Service crossing removed.
Utility Pole & Overhead Electric	39+87	36' RT	-	-	Removed
Utility Pole	40+93	26' LT	Same*		New pole.
Overhead Electric	40+93 to 41+93	26' LT	Same*		Relocated to new poles.
Utility Pole	41+93	26' LT	41+85	26' LT	Pole removed and new pole placed.
Utility Pole & Overhead Electric	42+20	26' RT	-	-	Removed
Utility Pole	-	-	43+03	60' LT	New pole.
Underground	-	-	41+85 to 43+03	26' LT to 60' LT	New underground electric will be installed in terrace.
Utility Pole & Overhead Electric	44+03	26' LT	-	-	Removed
Utility Pole & Overhead Electric	45+76	26' LT	-	-	Removed

	<b>EXISTING</b>		<b>PROPOSED</b>		
<b>Description</b>	<b>Station</b>	<b>Approx. Location</b>	<b>Station</b>	<b>Approx. Location</b>	<b>Work Activities</b>
Underground	-	-	45+50 to 46+65	26' LT to 60' LT	New underground electric will be installed in terrace.
Utility Pole	-	-	46+65	60' LT	New pole.
Utility Pole	-	-	47+05	60' LT	New pole.
Overhead Electric	-	-	46+65 to 47+05	60' LT	New aerial service crossing.
Utility Pole & Overhead Electric	47+87	26' LT	-	-	Removed
Utility Pole	-	-	50+22	55' LT	New pole and relocated aerial service crossing.
Utility Pole & Overhead Electric	50+65	35' RT	-	-	Removed
Utility Pole & Overhead Electric	53+56	35' RT	-	-	Removed
Utility Pole & Overhead Electric	54+00	38' RT	-	-	Removed
Utility Pole & Overhead Electric	55+45	26' LT	-	-	Removed
Utility Pole & Overhead Electric	55+75	26' RT	-	-	Removed
Utility Pole & Overhead Electric	56+42	37' RT	-	-	Removed
Utility Pole & Overhead Electric	57+34	26' LT	-	-	Removed
Utility Pole & Overhead Electric	58+72	26' RT	Same*		New pole and relocated aerial service.
Utility Pole & Overhead Electric	-	-	59+10	26' LT	New pole and relocated aerial service.
Utility Pole & Overhead Electric	59+85	26' RT	Same*		New pole and relocated aerial service.

	<b>EXISTING</b>		<b>PROPOSED</b>		
<b>Description</b>	<b>Station</b>	<b>Approx. Location</b>	<b>Station</b>	<b>Approx. Location</b>	<b>Work Activities</b>
Utility Pole & Overhead Electric	60+20	26' LT	Same*		New pole and relocated aerial service.
Utility Pole	61+12	26' RT	Same*		New pole and relocated aerial service crossing.
Overhead Electric	60+20 to 61+75	26' LT	-	-	Removed
Utility Pole & Overhead Electric	62+88	26' LT	-	-	Remove.
Utility Pole & Overhead Electric	63+86	26' LT	-	-	Removed
Overhead Electric	63+86 to 66+52	26' LT	-	-	Removed
Utility Pole & Overhead Electric	63+92	26' RT	-	-	Removed
Utility Pole	-	-	63+80	45' RT	New pole
Underground Electric	-	-	63+80 to 64+90	45' RT	New underground electric will be installed behind sidewalk.
Underground	-	-	63+85 to 66+75	34' LT	New underground electric will be installed behind sidewalk.
Utility Pole & Overhead Electric	64+90	26' RT	-	-	Removed
Padmount Transformers (2) & Underground	-	-	65+00	34' LT to 45' RT	Two new transformers with underground crossing Lincoln Ave.
Utility Pole & Overhead Electric	66+72	26' LT	-	-	Removed
Utility Pole & Overhead Electric	67+75	26' LT	-	-	Removed
Overhead Electric	67+75 to 69+85	26' LT	-	-	Removed

	<b>EXISTING</b>		<b>PROPOSED</b>		
<b>Description</b>	<b>Station</b>	<b>Approx. Location</b>	<b>Station</b>	<b>Approx. Location</b>	<b>Work Activities</b>
Utility Pole & Overhead Electric	68+95	26' RT	-	-	Remove
Utility Pole	-	-	69+05	65' LT	New pole
Underground	-	-	69+05	65' LT to 80' RT	New underground crossing Lincoln Ave.
Utility Pole & Overhead Electric	69+85	26' LT	-	-	Removed
Utility Pole & Overhead Electric	71+55	26' LT	-	-	Removed
Utility Poles (4) & Overhead Communication	73+83 to EOP	40' LT to 55' LT	Same*		New poles (4) and relocated aerial service.
Utility Poles (4) & Overhead Electric	73+93 to EOP	38' RT	Same*	44' RT	New poles (4) and relocated aerial service installed behind new mutli-use path.
Overhead Electric	77+02	CL	Same*		Relocated aerial service crossing.

\* Poles anticipated to be located in the approximately the same location

TRWL will remove and relocate the conflicting poles in the table below during construction. Notify TRWL five working days ahead of required removals due to conflicts with excavation, installation of storm sewer structures, or construction of sidewalk. TRWL will require one working day to complete each relocation. Coordinate work to minimize the number of removal operations, as much as possible.



The following table includes work that will be completed by TRWL during construction:

	<b>EXISTING</b>		<b>PROPOSED</b>		
<b>Description</b>	<b>Station</b>	<b>Approx. Location</b>	<b>Station</b>	<b>Approx. Location</b>	<b>Work Activities</b>
Utility Poles (4), Street Lights & Overhead Electric	33+50 to 37+50	32' LT	-	-	Removed
Utility Pole & Street Light	36+25	35' RT	-	-	Removed
Utility Pole	-	-	36+25	55' RT	New pole
Utility Pole & Street Light	38+30	26' LT	-	-	Removed
Utility Pole & Street Light	39+45	35' LT	-	-	Removed
Utility Pole & Street Light	43+05	35' LT	-	-	Removed
Utility Pole & Street Light	47+08	35' LT	-	-	Removed
Utility Pole & Street Light	50+22	35' LT	-	-	Removed
Utility Pole & Street Light	54+00	35' LT	-	-	Removed
Utility Pole	-	-	54+00	45' LT	New high span pole
Utility Pole & Street Light	56+50	26' LT	-	-	Removed
Utility Pole & Street Light	58+90	26' LT	-	-	Removed
Utility Pole, Street Lights & Overhead Electric	61+75	26' LT	-	-	Removed
Utility Pole	-	-	61+85	65' LT	New pole
Utility Pole & Street Light	65+00	26' LT	-	-	Removed
Utility Pole & Street Light	68+95	26' LT			Removed.
Utility Pole, Street Light & Overhead Electric	72+50	38'LT	Same*	50' LT	Pole removed and new pole placed. Aerial service will be relocated.
Utility Pole, Street Light & Overhead Electric	72+52	40' RT	72+54	35' RT	Pole removed and new pole placed. Aerial service will be relocated.

\* Poles anticipated to be located in the approximately the same location

TRWL will stage removal of street lights to maintain lighting for as long as possible within the project during construction. Notify TRWL five working days ahead of the need for removal of street lights due to conflicts with excavation, installation of storm sewer structure or utility laterals. TRWL will require one working day to complete each removal. Coordinate work to minimize the number of removal operations, as much as possible.

**Two Rivers Water & Light (TRWL) Contact**

Ken Kozak  
1415 Lake Street  
Two Rivers, WI 54241  
Work: (920) 793-5550  
Cell: (920) 793-5559  
Email: [kenkoz@two-rivers.org](mailto:kenkoz@two-rivers.org)

**Wisconsin Public Service Corporation/WPS (Gas)**

WPS maintains natural gas distribution mains and service laterals within the project limits under the existing sidewalks on both the west and east side of WIS 42 (Lincoln Ave). All existing gas mains will be discontinued in place with new mains installed prior to construction. Conflicting discontinued facilities can be removed by the contractor concurrent with construction, coordinate with WPS if assistance in removal is needed. Conflicts with the new storm sewer and gas main are not anticipated, however, if adjustments are required; notify WPS three working days prior to having the worksite available for WPS to complete adjustments. WPS will require one working day to complete each adjustment once pavement and/or surface cover is removed by the contractor.

Live gas main will remain throughout the project limits. Contact Digger's Hotline as required to avoid damage to buried facilities.

WPS has indicated their new facilities will be located approximately 36-inches to 42-inches below the existing grade. New gas main lines vary in size from 2-inch to 6-inch. At the following locations, WPS has indicated that new facilities will be located approximately 30-inches to 36-inches below existing grade and in close proximity to the limits of excavation for the select crush material: Station 50+20, Station 56+85, Station 63+85, Station 66+85, Station 68+80, Station 72+10, Station 75+25 and Station 79+45.

Caution is advised at the northeast corners of 24<sup>th</sup> Street, 26<sup>th</sup> Street, 27<sup>th</sup> Street and 28<sup>th</sup> Street as the proposed gas main curves north around the radius of the new sidewalk and is in close proximity to the proposed storm sewer.

The following work will be completed by WPS prior to the start of construction:

- Discontinue all existing buried gas facilities in place.
- Install 2-inch plastic gas main on the north side of 23<sup>rd</sup> Street at the west approach continuing west away from the project.
- Install 2-inch plastic gas main at Station 36+50 RT under the proposed sidewalk to a new junction at the southeast corner of 24<sup>th</sup> Street at Station 39+35 RT.
- Install gas service lateral crossing WIS 42 (Lincoln Ave) at Station 38+12.

- Install gas service lateral crossing WIS 42 (Lincoln Ave) at Station 38+45.
- Install 4-inch plastic gas main from the new junction at the southeast corner of 24<sup>th</sup> Street and continues under the proposed sidewalk to 29<sup>th</sup> Street at Station 56+85 RT. The 4-inch plastic gas main will cross the side streets at 55-feet RT.
- Install 2-inch plastic gas main at Station 40+30 LT under the proposed sidewalk to Station 48+05 LT. The 2-inch plastic gas main will cross 25<sup>th</sup> Street at 60-feet LT and cross 26<sup>th</sup> Street at 30-feet LT.
- Install a 6-inch plastic gas main that crosses WIS 42 (Lincoln Ave) at Station 50+20.
- Install gas service lateral crossing WIS 42 (Lincoln Ave) at Station 52+10.
- Install a 4-inch plastic gas main that crosses WIS 42 (Lincoln Ave) at Station 56+85.
- Install 4-inch plastic gas main at Station 56+85 LT under the proposed sidewalk to the end of the project. The 4-inch plastic gas main will cross the side streets at 30-feet LT.
- Install gas service lateral crossing WIS 42 (Lincoln Ave) at Station 61+00.
- Install a 2-inch plastic gas main split from the 4-inch gas main at 61+82 LT and continuing west.
- Install gas service lateral crossing WIS 42 (Lincoln Ave) at Station 63+85.
- Install gas service lateral crossing WIS 42 (Lincoln Ave) at Station 66+85.
- Install gas service lateral crossing WIS 42 (Lincoln Ave) at Station 68+80
- Install a 2-inch plastic gas main split from the 4-inch gas main at 69+00 LT and continuing west.
- Install a 2-inch plastic gas main that crosses WIS 42 (Lincoln Ave) at Station 72+10 and continuing east.
- Install a 2-inch plastic gas main split from the 4-inch gas main at 72+55 LT and continuing west.
- Install gas service lateral crossing WIS 42 (Lincoln Ave) at Station 73+50.
- Install gas service lateral crossing WIS 42 (Lincoln Ave) at Station 78+00.
- Install a 2-inch plastic gas main split from the 4-inch gas main at 78+70 LT and continuing west.
- Install gas service lateral crossing WIS 42 (Lincoln Ave) at Station 79+70.

**WPS Contact:**

Mike Lowther  
 933 S Wildwood Ave  
 Sheboygan, WI 53081  
 Work: (920) 849-7903  
 Cell: (920) 946-3198  
 Email: [MLLowther@wisconsinpublicservice.com](mailto:MLLowther@wisconsinpublicservice.com)

**Project 1470-18-72**

This contract does not come under the provisions of Wisconsin Administrative Code Chapter Trans 220.  
 107-065 (20080501)

All utilities within the construction limits of Project 1470-18-72 were coordinated under project 1470-18-71. There are no other known utility conflicts within the construction limits.

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

## **7. Hauling Restrictions.**

Do not haul materials of any kind on any local roads without approval of the local maintaining authority and the department. Any proposals to haul on local roads shall be by a written agreement between the contractor and the respective maintaining authority. Provide a letter to the department from the maintaining authority in agreement to the hauling prior to hauling. The contractor should contact the respective maintaining authority prior to bidding for approval of haul routes.

Use only City of Two Rivers designated truck routes for material haul roads within city limits. Contact Scott Ahl, City of Two Rivers, (920) 793-5542, for information on the City of Two Rivers designated truck routes.

## **8. Erosion Control.**

*Supplement standard spec 107.20 with the following:*

Provide the Erosion Control Implementation Plan (ECIP) a minimum of 14 days prior to the pre-construction conference. Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion.

Topsoil graded areas, as designated by the engineer, immediately after grading has been completed within those areas. Sod or seed, fertilize, and install erosion mat or mulch on all topsoiled areas within 5 working days after placement of topsoil.

## **9. Dewatering.**

Prepare a dewatering plan as part of the Erosion Control Implementation Plan (ECIP) and provide to the engineer for review and approval prior to starting dewatering operations. The plan shall include a description of the proposed dewatering methods and maps or drawings indicating the location of the dewatering facilities and points of discharge of the water.

Use the Wisconsin Department of Natural Resources Technical Standard on Dewatering (standard number 1061) as found on their website at <http://www.dnr.wi.gov/runoff/stormwater/techstds.htm> for the appropriate best management practice and proper application and sizing of such practice. As part of the

Erosion Control Implementation Plan (ECIP) submittal, supply all pertinent information and calculations used to determine the best management practice for dewatering at each location it is required. Prior to construction, obtain approval from the engineer for the proposed method of treatment including supporting calculations.

Any polymers or other materials included in the dewatering plan for sediment coagulation are incidental to the dewatering and shall be on the Wisconsin Department of Natural Resource approved list for these projects.

Dewatering will be incidental to the contract. Work under this item shall include all work, materials, equipment, permitting and incidentals required to dewater the site during construction or to work with the water on-site in a manner that allows the project to be constructed according to the plans and specifications. This provision includes the dewatering of groundwater and surface water runoff, and trench dewatering. The contractor shall be responsible for furnishing all work, materials and equipment required to comply with permit conditions to dewater the site.

#### **10. Survey Monument Coordination.**

The contractor shall notify the Northeast Regional Survey Coordinator, Cormac McInnis 920-492-5638, at least 30 days prior to the beginning of construction activities. The Regional Survey Coordinator will then make the arrangements to have the Public Land Survey Monument and Landmark Reference Monuments tied out.

After the majority of construction is complete (prior to restoration) the contractor shall again notify the Survey Coordinator that the site is ready for the replacement of the monuments. The Survey Coordinator will then make arrangements to have the Public Land Survey Monument and Landmark Reference Monuments reset. (NER14-0429)

#### **11. Public Convenience and Safety.**

*Revise standard spec 107.8(6) as follows:*

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

#### **12. Coordination with Businesses and Residents.**

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

the meeting(s). The contractor shall schedule the meeting(s) with at least two weeks' prior notice to the engineer to allow for these notifications.  
108-060 (20141107)

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

Both the department and City of Two Rivers personnel (or their representatives) will inspect construction of sanitary sewer and water main under this contract. However, the acceptance of the sanitary sewer and water main construction will be by the City of Two Rivers.

### **14. Referenced Construction Specifications.**

Construct the work enumerated below conforming to the Public Works Industry Improvement Program 'Standard Specification for Sewer and Water Construction in Wisconsin' latest edition. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

- Sanitary sewer pipe and access structures included in Project 1470-18-72.
- Water utility pipe, fittings, and structures included in Project 1470-18-72.

105-002 (20130615)

### **15. Dust Abatement.**

*Add the following to standard spec 104.61:*

Dry brooming of the pavement will not be allowed.

When engaged in roadway cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have a suitable self-contained particulate collector to prevent discharge from the collection bin into the atmosphere.

### **16. Clearing and Grubbing.**

Remove and dispose of all trees according to standard spec 201 as shown on the plans, and as follows.

No trees shall be removed without approval of the engineer

## **17. Excavation Common.**

The existing and new storm sewer will be in the grading limits of the excavation for the select crush material and in close proximity to the base aggregate grading limits.

## **18. 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://wisconsin.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:

<b>Plan Quantity</b>	<b>Minimum Required Testing</b>
$\leq 1500$ 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]</sup> <sup>[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:

<b>Required Certification Level:</b>	<b>Sampling or Testing Roles:</b>
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

<sup>[1]</sup> 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.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)

**19. Ride Quality.**

Delete standard spec 440, Ride Quality.

**20. Coloring Concrete Custom, Item 405.0200.**

*Replace standard spec 405.2.1.1(1) with the following:*

The coloring admixture shall be Brickform liquid color Two Rivers: Victorian Red or identical match at the loading recommended by the admixture manufacturer.

**21. Protection of Concrete.**

*Supplement standard spec 415.3.14 as follows:*

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

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

**22. Concrete Driveway 6-Inch Item 416.0160.**

*Replace standard spec 416.4(1) with the following:*

(1) The department will measure the Concrete Driveway bid items by the square yard acceptably completed, measured as specified in standard spec 415.4 for Concrete Pavement. The department will only measure area outside the specified limits for the pavement, curbs, gutters, combination curb & gutter or other structures.

**23. Storm Sewer General.**

Construct catch basins, manholes and inlets using only precast or cast in place concrete masonry options. Do not use the brick masonry or concrete brick or block masonry options.

Mortar shall not be used between structures for adjustment, however mortar shall be used to provide a smooth trowel type finish to the interior surface of the joints between the inlet/manhole structure, adjusting rings and casting. Install concrete mortar between the pipe and the inlet/manhole cutout to the satisfaction of the owner and/or engineer so as to fill

any gaps and finish the interior flowline of the structure. Furnish mortar material according to standard spec 519.2.3.

Seal the joints for reinforced concrete pipe with either mastic or internal rubber gaskets as described in standard spec 607.3.4. The use of mortar as a pipe joint method is prohibited.

For precast structures tying into existing storm sewer facilities, verify all pipe sizes and elevations prior to ordering structure.

Dewatering trenches shall be incidental to the unit price for all storm sewer pipe installation.

Do not use station and offset for inlet structures, as given on the storm plans, for final layout of the structure. Determine the curb line in the area of the inlet prior to pouring or setting the inlet structure to assure proper location of the inlet relative to the curb line.

## **24. Adjusting Manhole Covers.**

*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.

## **25. 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)

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

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

**B Materials**

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

Furnish fence fabric meeting the following requirements.

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

**C Construction**

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

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

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

616-030 (20160607)

**27. 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 \$500.00 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)

**28. 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)

## **29. 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)

## **30. 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)

**31. Construction Staking Slope Stakes, Item 650.9920.**

*Add the following to standard spec 650.3.13*

Provide plan horizontal and vertical locations for the back edge of sidewalk at each slope stake location.

**32. Crack and Damage Survey, Item 999.1500.S.**

**A Description**

This special provision describes conducting a crack and damage survey of the residences and businesses with buildings that are within 5 feet of the right-of-way along WIS 42 (Lincoln Ave).

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

**B (Vacant)**

### **C Construction**

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

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

ID \_\_\_\_\_  
Building Location \_\_\_\_\_  
View looking \_\_\_\_\_  
Date \_\_\_\_\_  
Photographer \_\_\_\_\_

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

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

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

### **D Measurement**

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

### **E Payment**

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

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

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

## **33. General Sanitary Sewer and Water Main Construction.**

All work on construction of sanitary sewer and water system shall conform to the requirements of the Public Work Industry Improvement Program 'Standard Specification for Sewer and Water Construction in Wisconsin' latest edition, except for Part I, which is deleted.

Backfill trenches for sanitary sewer and water main with excavated native material, unless the excavated native material is unsuitable for backfill as directed by the engineer. The backfill shall be consolidated by mechanical compaction to 90% Modified Proctor Density. Excavate and dispose of unsuitable material when directed by the engineer. Provide and place Backfill Sanitary and Water Utility when directed by the engineer.

**34. Backfill Sanitary and Water Utility, Item SPV.0035.01.**

**A Description**

This work shall consist of furnishing and installing backfill for sanitary sewer and water main utility construction when native, excavated trench material is unsuitable for use as trench backfill as determined by the engineer.

**B Materials**

Furnish backfill material according to the requirements of 2.6.2 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

The contractor is notified that the City of Two Rivers has backfill material available from a site owned by the City of Two Rivers on Mirro Drive (CTH DD), located 0.7 miles south of WIS 310. The contractor may utilize this material. Coordinate use of this material with the City of Two Rivers by contacting Scott Ahl at (920) 793-5542. Load, haul, and restore the City of Two Rivers owned site as directed by the City of Two Rivers.

**C Construction**

Conform to standard spec 209.3 and as specified below.

During excavation for sanitary sewer or water utilities, separate acceptable excavated material for use as backfill, as directed by the engineer, incidental to the utility construction item. Excavate, load, and dispose of unacceptable trench excavation materials.

**D Measurement**

The department will measure Backfill Sanitary Sewer and Water Utility, by the cubic yard, acceptably completed, as measured in the truck.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Backfill Sanitary and Water Utility	CY

Payment is full compensation for excavating and disposing of unacceptable trench excavation material related to sanitary and water utility construction; for loading, hauling, and delivering backfill material; for furnishing material not obtained from the city owned site on Mirro Drive; for placing and compacting backfill material; and for testing of backfill compaction.

### **35. Low Permeability Trench Plug, Item SPV.0035.02.**

#### **A Description**

Construct low permeability trench plugs within the sanitary sewer and water main trenches, including associated form work and quality assurance testing.

Construct low permeability trench plugs at Station 33+26 and Station 34+75 on the sanitary sewer and water main trenches.

#### **B Materials**

#1 Stone: Gradation in accordance to Concrete Coarse Aggregate, standard spec 501.3.6.4.5, No. 1.

Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, or organic matter; graded in accordance to the Concrete Fine Aggregate standard spec 501.3.6.3.6.

Cement: ASTM C150, Type I-Normal

Bentonite: A high yield 200 mesh sodium bentonite clay.

Water: Use pre-approved department source. Water shall be clean and not detrimental to concrete.

The low permeability trench plug mixture shall consist of the following (per one cubic yard of mix): one 50-pound bag of cement, two 50-pound bags of sodium bentonite, 1,280 pounds of sand, and 1,939 pounds of #1 stone. The mixture shall have sufficient water to be free flowing and self healing with a slump of 8 to 10 inches.

Form material to be used at contractor discretion. If lumber is used, use SPF species; construction grade; or better.

#### **C Construction**

Submit the following:

1. Submit Construction Sequence Plan to engineer one week prior to low permeability trench plug construction. Construction Sequence Plan shall include the following: sequencing of form work construction, material mixing, material placement, and staging plan including where mixing will occur.
2. Notify engineer a minimum of two working days prior to commencement of low permeability trench plug construction.
3. Product Data: Provide data on bentonite, cement, and aggregate. Submit to engineer one week upon low permeability trench plug construction completion.

Examine the following items prior to the low permeability trench plug construction to verify that the materials to be used are acceptable, confirm trench subgrade and walls meet specifications and confirm trench subgrade is free of water ponding.



Erect formwork, shoring, and bracing to achieve design requirements, in accordance to the requirements of ACI 301. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to over stressing by construction loads.

Each trench plug shall extend three feet along the trench length. The height of each trench plug shall extend from the bottom of the design utility trench to the design subgrade elevation. The low permeability trench plug shall completely encase the utility pipe and extend from the trench sidewall to sidewall. Place the materials such that materials do not segregate. Maintain records of material placement e.g. record data, location, quantity, air temperature, and test samples taken.

Remove the formwork in accordance to the requirements of ACI 301. Remove the forms after the low permeability trench material has achieved a strength of at least 50psi as measured by unconfined compressive strength tests on the test specimens. If low permeability trench plug material does not have the strength to maintain its shape without the assistance of forms, do not remove the forms, but keep them in place.

The engineer will perform field inspection and testing. Assist engineer with obtaining material samples. The engineer may perform tests of bentonite, cement, and aggregates to ensure conformance with specified requirements. The engineer will obtain eight 2-Inch by 4-Inch test cylinders and perform one slump test for every 50 CY or less of trench plug material placed. Six of the test cylinders will be used to determine unconfined compressive strength at the following schedule: one at 1 day, one at 2 days, one at 3 days, one at 7 days, and two at 20 days. The remaining two test cylinders will be used to determine the permeability of the material. If field inspections indicate work does not meet specified requirements, remove work, and replace at no cost to the department.

#### **D Measurement**

The department will measure Low Permeability Trench Plug in volume by the cubic yard of material, placed and accepted. Such volume shall be computed from the actual measurements of the dimensions of the low permeability trench plug.

#### **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	Low Permeability Trench Plug	CY

Payment is full compensation for furnishing all materials and formwork; preparing the low permeability trench plug; hauling it to the construction site; placing the material; and for removing the formwork (if performed as specified above).

### **36. Temporary Crosswalk Access, Item SPV.0045.01.**

#### **A Description**

This special provision describes maintaining accessible crosswalks crossing the construction zone.

A crosswalk is defined as an accessible crossing of a single leg of an intersection, including curb ramps.

#### **B Materials**

Furnish a hard temporary surface material consisting of asphaltic surface temporary according to standard spec 465.2, any grade of concrete according to standard spec 602.2, skid resistant steel plating, or alternative material as approved by the engineer. Gravel or base course material is not acceptable.

Furnish 4-inch diameter polyvinyl chloride drainage pipe conforming to AASHTO M 278.

Furnish a protective layer for use in protecting the existing curb and gutter and existing pavement from asphaltic surface temporary in order to allow easy removal of asphaltic surface. Obtain approval from the engineer for the protective layer material.

#### **C Construction**

Maintain accessible crosswalks on existing pavement, new pavement, or temporary surface material where shown on the plans or directed by the engineer.

##### **C.1 Crosswalk**

Install, maintain, relocate (if necessary to accommodate work or operations), and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans and as directed by the engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). Reconstruct Temporary Crosswalk Access when disturbed by construction operations or utility trenches.

##### **C.2 Temporary Curb Ramp**

Place 4-inch PVC drainage pipe in the flow line of the curb and gutter to maintain storm water drainage.

Place a protective layer between the existing curb and gutter or existing pavement and the asphaltic surface or concrete for temporary curb ramp.

For the portion of the temporary curb ramp in the sidewalk terrace area, form the foundation by excavating at least 3 inches. Tamp or compact the base aggregate foundation to ensure stability.

Place asphaltic surface temporary according to standard spec 465.3.1 or place concrete according to standard spec 602.3.2.3, and as shown in the plan.

Maintain temporary curb ramps until permanent curb ramps and crosswalks are in place and open to pedestrian traffic as directed by the engineer.

Remove temporary curb ramps once permanent curb ramps and crosswalks are open and restore the site.

#### **D Measurement**

The department will measure Temporary Crosswalk Access by the day in service, acceptably completed. The measured quantity will equal the number of calendar days a crosswalk through the work area is open to pedestrian traffic. A crosswalk is defined as an accessible crossing of a single leg of an intersection with existing, temporary, or finished curb ramps meeting ADA requirements. A crossing of a street with an island within the route will be considered a single crosswalk. Each day that the crosswalk is out of service for more than two hours will result in one day being deducted from the quantity measured for payment.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Temporary Crosswalk Access	DAY

Payment is full compensation for furnishing, loading and hauling materials; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; and for reconstructing or relaying the temporary surface material.  
(NER14-0605)

### **37. Tree Trimming, Item SPV.0060.01.**

#### **A Description**

This special provision describes removing select branches and limbs from trees overhanging the roadway and work zone.

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

#### **C Construction**

Based on the working limits of equipment proposed to be used in the work zone, identify limbs and branches that should be removed to avoid damage to the existing tree. Inform the engineer and property owner of the need to remove branches. Provide a certified arborist to remove branches identified as needing removal for the operation of required equipment.

#### **D Measurement**

The department will measure Tree Trimming as each individual unit, acceptably completed. The measurement of each applies to the individual tree, not the individual branch.

**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	Tree Trimming	EACH

Payment is full compensation for removing limbs, for furnishing all equipment, and disposal of materials.

**38. Reconnect Storm Sewer Laterals, Item SPV.0060.02.****A Description**

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

**B Materials**

Provide culvert pipe concrete collars according to standard spec 520.2.4.

Provide couplings that meet standard spec 608.2.

**C Construction**

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

**D Measurement**

The department will measure Reconnect Existing Storm Sewer Lateral by each lateral, connected and approved in the field.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Reconnect Storm Sewer Laterals	EACH

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

**39. Inlet Cover Type Driveway Special, Item SPV.0060.03.**

Perform this work according to standard spec 611 and as shown in the plan details.

**40. Manholes 8x8-FT Special, Item SPV.0060.04.**

The work under this item shall be according to standard spec 611 and as detailed in the plans.

Construct Manholes 8x8-FT Special in the same fashion as a Manhole 6x6-FT with an interior width of eight feet.

**41. Concrete Pipe Support, Item SPV.0060.05.**

**A Description**

This special provision describes constructing a concrete masonry support between storm sewer and local utilities as detailed in the plans and as hereinafter specified.

**B Materials**

Furnish concrete materials conforming to standard spec 611.2.

Furnish backfill materials conforming to standard spec 209.2.

**C Construction**

Construct according to the plans and standard spec 209.2 and 611.3.

**D Measurement**

The department will measure Concrete Pipe Support as each individual concrete support, 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.	Concrete Pipe Support	EACH

Payment is full compensation for providing all materials, including all masonry; for furnishing all excavating, backfilling, disposing of surplus material, insulation, concrete masonry, curing, protecting and for cleaning out and restoring the work site.

**42. Lighting Assemblies Black Finish, Item SPV.0060.06.**

**A Description**

This special provision describes providing factory applied decorative powder coated and baked color finish in Black for all poles within the project limits for the following standard bid items: Transformer Bases Breakaway 11 ½-Inch Bolt Circle, Poles Type 5 – Aluminum, Luminaire Arms Truss Type 4 ½-Inch Clamp 8-FT, Luminaires Utility LED B (Fixture Body), hand hole cover, pole cap and all mounting hardware that is visible.

**B Materials**

Provide a factory installed powder coated and baked color finish in Black on all lighting unit equipment listed in the Description section.

**C Construction**

Components, when assembled, shall appear as one uniformly colored unit. Field repair minor scratches to the black finish according the supplier's recommendations, provided to the engineer by the supplier.

**D Measurement**

The department will measure Lighting Assemblies Black Finish as each lighting assembly unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Lighting Assemblies Black Finish	EACHA

Payment for Lighting Assemblies Black Finish is full compensation for the difference in price to supply lighting unit equipment with a factory installed powder coated and baked finish in Black versus the finished described in the standard specifications.

**43. Polymer Concrete Pull Box, Item SPV.0060.07.****A Description**

This special provision describes furnishing and installing pull boxes according to standard spec 653, the plan details, and as herein provided.

**B Materials**

Polymer Concrete Pull Box shall be gray colored polymer concrete construction. Box dimensions shall be 19" wide x 32" long x 24" deep and come with a cover rated to withstand 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs. Each cover shall have the logo "FIBER" imprinted from the manufacturer

Furnish backfill materials conforming to standard spec 209.2.

Furnish aggregate materials conforming to standard spec 501.2.5.4.4.

**C Construction**

Install according to the pertinent provisions of standard spec 209.3, 501.3, 653.3 and the plan details.

**D Measurement**

The department will measure Polymer Concrete Pull Box by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Polymer Concrete Pull Box	EACH

Payment is full compensation for furnishing and installing all materials, including crushed aggregate; for excavation, backfill, and disposal of surplus materials.

**44. Mini Storm Sewer Cleanouts, Item SPV.0060.08.****A Description**

This special provision describes furnishing and installing mini storm sewer cleanouts, according to the pertinent provisions of standard spec 612, as shown on the plan, and as hereinafter provided.

**B Materials**

Furnish pipe and fittings that meet the requirements for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe (SDR 35) as set forth in ASTM Designation D-3034.

The dimensions of the pipe shall be according to ASTM D-3034 (SDR rating 35). The wall thickness shall not be less than that specified except that isolated arc spanning no more than 15 degrees of the perimeter shall be not less than 95% of the specified minimum.

Each length of pipe and each fitting shall be marked as follows:

- a. Manufacture's name and trademark.
- b. Nominal pipe size.
- c. The PVC cell classification, e.g., 12454-B.
- d. The legend Type PSM PVC Sewer Pipe
- e. ASTM Designation D-3034

Pipe fittings shall be according to all manufacturers' recommendations.

All pipe fittings shall be by one manufacturer, and shall have elastomeric joints conforming to the requirements of ASTM F-477 and D-3212. PVC gasketed sewer fittings shall conform to the requirements of ASTM F1336.

Storm sewer branches for use with Polyvinyl Chloride (PVC) pipe shall be saddle wyes molded or extruded of PVC with the same class and physical properties as the pipe.

4-inch Cap and Plug shall be Type PSC Polyvinyl Chloride (PVC) sewer pipe (SDR 35) with MPT thread.

Frost sleeve shall be Type PSC Polyvinyl Chloride (PVC) sewer pipe (SDR 35), 6-inch diameter, with a smooth PVC cap over the top.

Solvent weld joints shall conform to ASTM D2855.

Valve top cover/frame of cleanout shall be Neenah Foundry (R-1964-R), D & L Foundry and Supply (M-8044 and M-8060), NACIP, Inc. (NAVB-101), or approved equal.

Backfill trenches resulting from the installation with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

#### **C Construction**

Install mini storm sewer cleanouts according to the pertinent requirements set forth in standard spec 612.3. Place cleanouts flush with the finished concrete surface when placed in concrete sidewalk. Install cleanouts 4-inches below finished grade when placed in landscaped areas to prevent settlement of the top cover/frame.

#### **D Measurement**

The department will measure Mini Storm Sewer Cleanouts by each individual unit, acceptably completed 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.0060.08	Mini Storm Sewer Cleanouts	EACH

Payment is full compensation for furnishing and installing, transporting, handling and placing all materials, including pipe, backfill, connections, fittings, frost sleeve and caps or plugs, valve top covers; for performing all excavation, compaction, proper disposal of surplus material and restoring the site of work.

### **45. Remove Valve and Pit, Item SPV.0060.09.**

#### **A Description.**

Remove existing valve and valve pit structures, including connections and piping within 3 feet of the structure, according to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided.

#### **B Materials**

Backfill trenches resulting from the removal of the valve and pit with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

#### **C Construction**

Place backfill material according to standard spec 204.3.1.2. Remove materials, including broken masonry, from project limits.



Carefully remove manhole castings during removal operations to avoid damage. Coordinate pickup of the manhole castings with the City of Two Rivers by contacting Scott Ahl at (920) 793-5542.

**D Measurement**

The department will measure Remove Valve and Pit by each unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Remove Valve and Pit	EACH

Payment is full compensation for furnishing all excavation; for furnishing, installing, and removing sheeting or shoring; for forming foundations; for complete removal and disposal of existing valves, and pits; for backfilling and compaction; for cleanup, and restoring the site of the work.

**46. Remove Sanitary Manhole, Item SPV.0060.10.**

**A Description**

Remove existing sanitary sewer manhole, including connections, according to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided.

**B Materials**

Backfill trenches resulting from the removal of sanitary sewer manholes with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

**C Construction**

Place backfill material according to standard spec 204.3.1.2. Remove materials, including broken masonry, from project limits.

Carefully remove manhole castings during removal operations to avoid damage. Coordinate pickup of the manhole castings with the City of Two Rivers by contacting Scott Ahl at (920) 793-5542.

**D Measurement**

The department will measure Remove Sanitary Manhole by each unit, acceptably completed. Each unit for measurement includes the removal of manhole lids, castings, adjustment rings, risers, drops, and pipe connections.

**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	Remove Sanitary Manhole	EACH

Payment is full compensation for furnishing all excavation; for furnishing, installing, and removing sheeting or shoring; for forming foundations; for complete removal and disposal of sanitary manholes; for backfilling and compaction; for protection and coordination of pick up of removed manhole castings; and for cleanup, and restoring the site of the work.

**47. Remove Hydrant, Lead and Valve, Item SPV.0060.11.****A Description.**

Remove existing hydrant and hydrant leads according to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided.

**B Materials**

Backfill trenches resulting from the removal of hydrants with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

**C Construction**

Remove, haul, and dispose of hydrants called for at the plan locations. Remove the hydrant, riser pipe, 6-inch lead to the tee at the main, the valve, valve box, and all other connections and fittings beyond the tee at the main.

Place backfill material according to standard spec 204.3.1.2.

**D Measurement**

The department will measure Remove Hydrant by each unit, acceptably completed. Each hydrant unit is defined as all components beyond the tee at the main.

**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	Remove Hydrant, Lead, and Valve	EACH

Payment is full compensation for furnishing all excavation; for furnishing, installing, and removing sheeting or shoring; for forming foundations; for complete removal and disposal of hydrants, valves, pipes, fittings, and connections; for backfilling and compaction; and for cleanup, and restoring the site of the work.

**48. Curb Stop Valve and Box, 1-Inch, Item SPV.0060.12; Curb Stop Valve and Box, 2-Inch, Item SPV.0060.13; Valve and Box, 6-Inch, Item SPV.0060.14; Valve and Box, 8-Inch, Item SPV.0060.15; Valve and Box, 12-Inch, Item SPV.0060.16.**

**A Description**

Furnish and install valve and valve box, (size), according to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided.

**B Materials**

Furnish epoxy-lined resilient wedge gate valves conforming to the requirements of AWWA C509 with mechanical joints, cast iron body bronze-mounted with bronze non-rising stems, O-ring seals and open left, manufactured by Clow, Mueller, or approved equal.

Furnish 3 piece, cast iron, screw type valve box for valves larger than 3-inches with 5-1/4 inch shaft and no-tilt drop cover marked "water". Valve box length as required for depth shown on the plans.

Furnish gate valve adaptors that are 1/4 inch steel with UV polyurethane protective coating with attached 3/4" rubber gasket.

Furnish Ball Type water service Curb Stop valve with compression fitting manufactured by Mueller, Ford Meter, or approved equal.

Furnish curb stop boxes with arch pattern base with 1-1/4 inch shaft and 42-inch minimum length stationary rod. Curb box shall be cast iron with a cast iron lid and brass pentagon plug. The upper part of the box shall be spring loaded and telescope into the base to allow for a minimum of 9-inch vertical adjustment. Provide foot piece from manufacturer of curb stop for base of curb valve.

Backfill trenches with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

**C Construction**

Place gate valves upon a solid concrete block, in true vertical position, according to File No. 37 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Install gate valve boxes upon the valve with the use of a gate valve adaptor.

Install the gate valve adaptor in lieu of hardwood blocking, incidental to the valve and box installation.

Contact property owners to coordinate service reconnection times. Provide property owner 24 hour minimum notification before water service is to be interrupted.

Reconnect active water services only. Verify that service is active prior to connecting to new main. Remove curb stop box for all inactive water services located after confirmation with the City of Two Rivers.

Provide transition connection fitting between ends of existing and new service lateral.

Curb Box Location:

1. Set curb boxes between curb and sidewalk, minimum of 1 foot in front of the proposed sidewalk location.
2. Set curb boxes at right-of-way line where sufficient room exists between back of sidewalk and right-of-way line when directed by the engineer.

Place lateral where designated by the engineer and run straight and as perpendicular to street as possible from main to curb box.

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Curb Stop Valve and Box, 1-Inch	EACH
SPV.0060.13	Curb Stop Valve and Box, 2-Inch	EACH
SPV.0060.14	Valve and Box, 6-Inch	EACH
SPV.0060.15	Valve and Box, 8-Inch	EACH
SPV.0060.16	Valve and Box, 12-Inch	EACH

Payment is full compensation for furnishing all materials; for furnishing all excavations; for furnishing, installing, and removing sheeting and shoring; for forming foundations; for verifying active and inactive laterals and making connections to all active new or existing laterals; for removal of existing valves and couplings which are not in manholes; for furnishing and placing all bedding material; for backfilling and compaction, and for cleanup, and restoring the site of the work.

### **49. Hydrant, Item SPV.0060.17.**

#### **A Description**

This work shall consist of installing a hydrant, according to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided.

## **B Materials**

Furnish minimum 1 cubic yard around drain valve of washed stone backfill according to standard spec 501.2.5.4.5, Size No. 2.

Hydrants will be “Waterous“ Spec. W.B. 67 including Brass Seats

Hydrants shall have traffic type break-off coupling on standpipe and rod

Hydrants to have one 4-1/2 inch pump nozzle,; two 2-1/2 inch hose nozzles with National Standards threads; one 1-1/2 inch pentagonal operating nut opening counterclockwise.

Hydrants to have o-ring packing

Hydrants to be painted yellow

Hydrant valves, Type FLX MJ RW to be directly attached to hydrants.

Backfill trenches resulting from Hydrant construction with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

## **C Construction**

Construct hydrants according to the Standard Specifications for Sewer and Water Construction in Wisconsin and details in the plans. Furnish hydrants with the drain holes plugged. Remove the plugs when directed by the engineer.

## **D Measurement**

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

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Hydrant	EACH

Payment is full compensation for furnishing all materials; for furnishing all excavations; for furnishing, installing, and removing sheeting and shoring; for forming foundations; for making connections; for furnishing and placing all bedding material; for backfilling and compaction; and for cleanup, and restoring the site of the work.

## **50. Tap and Corporation, 1-Inch, Item SPV.0060.18; Tap and Corporation, 2-Inch, Item SPV.0060.19.**

### **A Description**

Furnish and install corporation stops (size) to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided.

The contractor will determine which existing laterals are active. The City of Two Rivers will make the final determination which services should be reconnected.

#### **B Materials**

Backfill trenches resulting from installation of Tap and Corporation (size) with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

Furnish corporation stops (size) manufactured by Mueller, Ford Meter, or approved equal, with compression fittings. Install corporation stops on epoxy coated ductile iron body service saddle with double stainless steel straps with tapered thread as Mueller DR 2S Series or Smith Blair No. 317, or equivalent.

#### **C Construction**

The contractor shall perform all live water main tapping.

#### **D Measurement**

The department will measure Tap and Corporation (Size) by each unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Tap and Corporation, 1-Inch	EACH
SPV.0060.19	Tap and Corporation, 2-Inch	EACH

Payment is full compensation for furnishing all materials; for furnishing all excavations; for furnishing, installing, and removing sheeting and shoring; for forming foundations; for verifying active and inactive laterals and making connections to all active new or existing laterals; for removal and disposal of existing valves and couplings; for furnishing and placing all bedding material; for backfilling and compaction; and for cleanup, and restoring the site of the work.

### **51. Sanitary Manhole Casting, Item SPV.0060.20; Water Valve Manhole Casting, Item SPV.0060.21.**

#### **A Description.**

Furnish and install manhole castings and covers for sanitary sewer manhole or water valve manholes according to the requirements of standard spec 611, and as hereinafter provided.

#### **B Materials**

Manhole Castings shall be heavy duty, solid lids with an indented top design, concealed pick holes (two) and machined bearing surfaces. The casting dimensions shall be as indicated below:

Casting Type	Casting Height (Inch)	Casting Clear Opening (Inch)	Lid Diameter (Inch)	Lid Thickness (Inch)
Sanitary	9	20	22	1- 1/2
Water Valve	6- 15/16	24- 1/8	26	1- 1/2

### **C Construction**

Install all castings according to the requirements of standard spec 611.

### **D Measurement**

The department will measure Sanitary Manhole Casting by each individual unit, acceptably completed. The department will measure Water Valve Manhole Casting 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.0060.20	Sanitary Manhole Casting	EACH
SPV.0060.21	Water Valve Manhole Casting	EACH

Payment is full compensation for furnishing new covers, including frames and lids; for installing frames and lids; and for furnishing all other required materials for installing and adjusting each cover.

## **52. Adjusting Sanitary Manhole Casting, Item SPV.0060.22.**

### **A Description**

Adjust sanitary sewer manhole castings and covers according to the requirements of standard spec 611, and as hereinafter provided.

### **B Materials**

Furnish materials conforming to the pertinent requirements of standard spec 611.2.

### **C Construction**

Remove, salvage, and protect existing castings to be reinstalled on existing manholes.

Install all salvaged castings according to the requirements of standard spec 611.

### **D Measurement**

The department will measure Adjusting Sanitary Manhole Casting by each unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Adjusting Sanitary Sewer Manhole Castings	EACH

Payment for Adjusting Manhole Covers is full compensation for providing all required materials, exclusive of frames and lids designated for adjusting; and for removing, reinstalling, and adjusting the covers. The contractor shall replace all covers to be adjusted that are unsuitable due to the contractor's operations, at no expense to the department.

**53. Water Valve Manhole 60-Inch, Item SPV.0060.23; Sanitary Manhole 48-Inch, Item SPV.0200.01.**

**A Description**

This work shall consist of furnishing and installing water valve manholes and sanitary sewer manholes to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided.

**B Materials**

Backfill excavations resulting from installation of manholes with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

Manholes shall be pre-cast concrete. Eccentric manhole cones shall be used.

Sanitary manholes shall be provided with cast-in boots or seals meeting the physical requirements of ASTM C443 and the performance requirements of both ASTM C425 and ASTM C443. Sanitary manhole benches shall extend to the top of the outgoing pipe.

All manhole riser and cone sections, tops, precast bases, and adjustment rings shall meet the requirements of ASTM C478. Seal joints between riser sections using butyl rubber strips meeting the requirements of ASTM C990. External lifting 'holes' shall not penetrate the entire manhole wall. Use manufactured lifting devices as necessary to assist with lifting and placement of manhole sections. Use mortar between adjusting rings as in 519.2.3 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

**C Construction**

Sanitary sewer manholes shall be constructed according to the plan details and the Standard Specifications for Sewer and Water Construction in Wisconsin.

Adjusting rings shall be back plastered with cement mortar and an exterior bituminous waterproof coating.

The manhole castings shall be sealed to the adjusting rings with bituminous sealing material.

Construct Water Valve Manhole 60-Inch according to the plan details. Install city provided 12-inch swing check valve.



**D Measurement**

The department will measure Water Valve Manhole 60-Inch by each unit, acceptably completed. The department will measure Sanitary Manhole 48-Inch by the vertical foot in place, as measured from invert to finished rim.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Water Valve Manhole 60-Inch	EACH
SPV.0200.01	Sanitary Manhole 48-Inch	VF

Payment is full compensation for furnishing all materials including all masonry, outside drop construction, sewer connections, boots, back plastering, waterproofing, steps, and other fittings; for furnishing all excavations, for furnishing all bypassing and monitoring, for furnishing, installing, and removing sheeting and shoring; for forming foundations; for making connections to all new or existing facilities; for furnishing all bedding material; for backfilling and compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

**54. Construction Staking Sanitary Sewer, Item SPV.0060.24; Construction Staking Water Main, Item SPV.0090.21.**

**A Description**

This work shall consist of providing construction staking for sanitary sewer construction and water utility construction.

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

Conform to standard spec 650.3.1 and as specified below.

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate stakes to within .02 foot of the true horizontal position, and to establish the grade elevation to within .01 foot of the true vertical position. Set stakes along Sanitary Sewer Main, or Water Main, at a maximum of 50 foot spacing.

**D Measurement**

The department will measure Construction Staking Sanitary Sewer as each individual manhole, acceptably completed. The department will measure Construction Staking Water Main by the linear foot of Water Main, size 4-inch or more, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.24	Construction Staking Sanitary Sewer	EACH
SPV.0090.21	Construction Staking Water Main	LF

The department will not make final payment for any staking item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 21 days of completing the contract work. The department will deduct from payments due the contractor for the additional costs specified in 105.6.

Payment is full compensation for locating and setting all construction stakes; for relocating and resetting damaged or missing construction stakes.

Payment for Construction Staking Sanitary Sewer also includes setting construction stakes as necessary for sanitary sewer main associated with each manhole, at maximum 50 foot spacing.

Payment for Construction Staking Water Main also includes setting construction stakes for appurtenant valves and manholes.

## **55. Street Sweeping, Item SPV.0075.01.**

### **A Description**

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

### **B (Vacant)**

### **C Construction**

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	HRS

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

(NER15-0430)

## **56. Water Main Fittings, Item SPV.0085.01.**

### **A Description**

Furnish and install ductile iron water main fittings of the size and type to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided.

### **B Materials**

Backfill excavations resulting from installation of water main and fittings with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

Water main ductile iron fittings shall conform to Chapter 8.22.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin, except fittings shall be compact style according to AWWA C153 and cement lined according to AWWA C104. Fitting joints may be either push-on or mechanical, except that mechanical joint is required where restrained joints are used.

Mechanical joints shall utilize bolts and nuts which are manufactured from corrosion resistant, high strength, low alloy steel according to ANSI/AWWA C111/A21.11, with a baked-on ceramic filled fluorocarbon resin for corrosion resistance.

### **C Construction**

Installation shall conform to the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin.

### **D Measurement**

The department will measure Water Main Fittings on the per pound basis, acceptably completed. Fitting pay weight shall be based upon the ductile iron compact fitting body weight (excluding weight of retainers, gaskets, straps, etc.) as found in McWane Incorporated, Pipe Economy, copyright 1991, pages 40 through 46 as indicated in the plan.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Water Main Fittings	LB

Payment is full compensation for furnishing all materials; for furnishing all excavations; for furnishing, installing, and removing sheeting and shoring; for forming foundations; for making connections; for furnishing and placing all bedding material; for backfilling and compaction; and for cleanup, and restoring the site of the work.

**57. Concrete Curb & Gutter 30-Inch Type A Special, Item SPV.0090.01.**

Construct concrete curb and gutter as detailed in the plan and according to standard spec 601.

**58. Concrete Curb & Gutter Type Special Parking Lot, Item SPV.0090.02.**

Construct the curb and gutter according to standard spec 601 and to the dimensions and shapes of existing 18-inch private parking lot curb and gutter that will be tied into.

**59. Concrete Curb & Gutter HES 30-Inch Type A, Item SPV.0090.03.**

**A Description**

This special provision describes constructing concrete curb and gutter HES with reinforcement. The work under this item shall be according to the requirements of standard spec 601 for concrete curb and gutter.

**B Materials**

Furnish materials conforming to standard spec 601.2.

**C Construction**

Perform this work at locations directed by the engineer. All construction methods shall conform to standard spec 601.3

Modify standard spec 601.3.4 (5) to require that contraction joints be sawed.

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

**D Measurement**

The department will measure Concrete Curb & Gutter HES (Size and Type) in length by the linear feet, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Concrete Curb & Gutter HES 30-Inch Type A	LF

Payment is full compensation for furnishing all foundation excavation and preparation; all special construction required at driveway and alley entrances, or curb ramps; for providing all materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site. Payment also includes providing tie bars.

The department will adjust pay for crack repairs on concrete built under standard spec 601 as specified in standard spec 416.5.2 for ancillary concrete.

**60. Mini Storm Sewer 6-Inch, Item SPV.0090.04; Mini Storm Sewer Lateral 4-Inch, Item SPV.0090.05; Storm Sewer Lateral 4-Inch, Item SPV.0090.06.**

**A Description**

This special provision describes furnishing and installing Mini Storm Sewer and Storm Sewer Laterals according to the pertinent requirements of standard spec 607 and 612, the Standard Specifications for Sewer and Water Construction in Wisconsin.

**B Materials**

Furnish pipe and fittings that meet the requirements for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe (SDR 35) as set forth in ASTM Designation D-3034. The dimensions of the pipe shall be according to ASTM D-3034 (SDR rating 35). The wall thickness shall not be less than that specified except that isolated arc spanning no more than 15 degrees of the perimeter shall be not less than 95% of the specified minimum.

Each length of pipe and each fitting shall be marked as follows:

- a. Manufacture's name and trademark.
- b. Nominal pipe size.
- c. The PVC cell classification, e.g., 12454-B.
- d. The legend Type PSM PVC Sewer Pipe
- e. ASTM Designation D-3034

Pipe fittings shall be according to all manufacturers' recommendations.

All pipe fittings shall be by one manufacturer, and shall have elastomeric joints conforming to the requirements of ASTM F-477 and D-3212. PVC gasketed sewer fittings shall conform to the requirements of ASTM F1336.

Flexible water tight connectors intended for connecting PVC mini storm sewer and laterals which are compression fit to cored precast reinforced concrete pipe. The connector shall conform to the requirements of ASTM C923. Alternative watertight seals (Inserta-Tee, Kor-N,tee, ProFlo or equal) may be approved by the engineer on a case by case basis.

Furnish and install 0.75-inch rebar 2 feet long to mark locations of mini storm sewer and lateral stubs and connections.

Storm sewer branches for use with Polyvinyl Chloride (PVC) pipe shall be saddle wyes molded or extruded of PVC with the same class and physical properties as the pipe.

Solvent weld joints shall conform to ASTM D2855.

Furnish and install tracer wire along the length of all mini storm sewer and laterals; tracer wire shall be solid copper, 12 AWG, 600 volt, type TW magnetic detectable conductor wire with a brightly colored plastic covering, white for storm sewer.

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

Delete flammability requirement.

Backfill trenches resulting from the installation with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

### **B.1 Certification**

Before installation of pipe, fittings, or insulation, obtain from the manufacturer a certification indicating compliance and furnish it to the engineer.

### **C Construction**

Construct mini storm sewer and laterals as shown on the plans and according to the pertinent requirements of standard spec 607 and 612, the Standard Specifications for Sewer and Water Construction in Wisconsin, and the requirements regarding sidewalk closures and required surfaces noted in the "Traffic" article under "Pedestrian Access". Construction operations shall proceed such that cutting and patching of the existing sidewalk to provide the required surface shall be kept to a minimum.

Mini storm sewer connecting more than two houses shall be laid with a minimum slope of 1.0 percent. Mini storm sewer laterals and storm sewer laterals will be laid at a minimum slope of 0.5 percent unless otherwise approved by the engineer. At locations where laterals are not connected to an existing lateral, the lateral shall have a minimum depth of cover at the right-of-way line of 3 feet. 90 degree bends will not be allowed when laying mini storm sewer or laterals to achieve proper elevation.

Install a 24" wide piece of 2" thick polystyrene insulation board 6" above the top of the pipe. Insulation board shall be installed on a smooth, uniformly graded and compacted surface, and then backfill added.

Mini storm sewer and storm sewer lateral connections to concrete storm sewer main and inlets are incidental to this item of work.

Place a locate wire along the entire length of pipe. The locate wire shall be taped along the top of pipe in a minimum of 10-foot intervals. All splices for tracer wire shall meet the requirements the Standard Specifications for Sewer and Water Construction in Wisconsin.

Cap all laterals at locations shown on the plan or directed by the engineer.

Mark locations of all mini storm sewer and lateral stubs with a rebar set 4 inches below the finished grade.

#### **D Measurement**

The department will measure Mini Storm Sewer 6-Inch, Mini Storm Sewer Lateral, 4-Inch, and Storm Sewer Lateral 4-Inch, in length by the linear foot, acceptably completed in place. The quantity measured for payment shall be the horizontal distance measured along the centerline of the pipe from the inside edge of the inlet or manhole to the upstream end at the right-of-way line or from the mainline storm sewer pipe to the upstream end at the right-of-way line.

#### **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	Mini Storm Sewer 6-Inch	LF
SPV.0090.05	Mini Storm Sewer Lateral 4-Inch	LF
SPV.0090.06	Storm Sewer Lateral 4-Inch	LF

Payment is full compensation for furnishing all material including elbows, connections; fittings; caps; coring the storm sewer and inlets or manholes; providing and installing watertight connectors; for laying pipe and insulation; for connecting to inlets, manholes, or storm sewer main; for providing and installing locate wire; for backfilling; for furnishing bedding and granular backfill material; for rebar for marking end points; for cutting concrete sidewalk and asphalt surface, and disposing of all excess material.

### **61. Tubular Sediment Control (Silt Sock), Item SPV.0090.07.**

#### **A Description**

This special provision describes furnishing and installing Tubular Sediment Control (Silt Sock) as detailed in the plans.

#### **B Materials**

Tubular Sediment Control (Silt Sock) shall be 8 inches in diameter as determined by the approved erosion control plan or as directed by the engineer. It shall be manufactured from a MultiFilament Polypropylene (MFPP). The MFPP shall have a maximum mesh opening of 1/8 in, a minimum tensile strength of 202 psi, and a 100% original strength from ultraviolet exposure at 1000 hours (ASTM G-155) and be filled with either a compost filler material or a wood chip filler material with no pieces larger than 2-inches. Under no circumstances shall the compost filler material contain any animal waste or byproducts. Wooden posts for staking silt sock shall be 2-inch by 2-inch by 36-inch.

#### **C Construction**

Install the Tubular Sediment Control (Silt Sock) as shown in the plans and per WDNR Conservation Practice Standard 1071.

**D Measurement**

The department will measure Tubular Sediment Control (Silt Sock) 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	Tubular Sediment Control (Silt Sock)	LF

Payment is full compensation for furnishing and installing all materials necessary to completely install the tubular sediment control, for maintaining, and for removal.

**62. Remove Existing Water Main, Item SPV.0090.08.****A Description**

Remove existing water mains as shown on the plans or as directed by the engineer, and as hereinafter provided.

**B Materials**

Backfill excavations resulting from water main removal with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer.

**C Construction**

Excavate as necessary to remove the pipeline. Backfill all trenches resulting from the removal of the water main, with excavated material, unless directed otherwise by the engineer. Place material according to standard spec 204.3.1.2.

**D Measurement**

The department will measure Remove Existing Water Main in length by the linear foot, acceptably completed, including all attached parts and connections, measured along the centerline of the pipe.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Remove Existing Water Main	LF

Payment is full compensation for furnishing all excavation; for furnishing, installing, and removing sheeting or shoring; for forming foundations; for complete removal and disposal of water main, fittings, couplings, valves, and valve boxes; for backfilling and compaction; and for cleanup, and restoring the site of the work.



**63. Hydrant Lead, 6-Inch, Item SPV.0090.09; Water Main, 4-Inch, Item SPV.0090.10; Water Main, 6-Inch, Item SPV.0090.11; Water Main, 8-Inch, Item SPV.0090.12; Water Main, 12-Inch, Item SPV.0090.13; Water Main, DI, 12-Inch, Item SPV.0090.22.**

**A Description**

This work shall consist of furnishing and installing water main, (size), to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided.

**B Materials**

Water main (Size) shall be AWWA C-900 PVC. Pipe joints shall be push-on or mechanical conforming to the requirements of AWWA C111. Gaskets shall be neoprene or other synthetic rubber.

Water Main, DI, 12-Inch shall be ductile iron pipe conforming to the requirements of AWWA C151, Class 52, cement mortar lined in accordance to AWWA C104. Pipe joints shall be push-on or mechanical conforming to the requirements of AWWA C111 with cable bound conductors. Gaskets shall be fluorocarbon gaskets where water main passes through areas shown on drawings to contain petroleum-contaminated soil. Wrap water main with a polyethylene encasement shall be minimum thickness of .008 inches, conform to AWWA C-105 or ANSI A21.5, per the requirements of 8.21 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Joint restraints shall be constructed of ASTM A536 Ductile Iron, coated, with torque limiting twist-off nuts, with design pressure rating of 350 psi. Underground pipe tracer wire is required and shall comply with Section 4.3.14 of Standard Specifications for Sewer and Water Construction in Wisconsin for all water main.

Pipe bedding and cover material shall consist of 3/4 inch crushed stone chips conforming to Section 8.43.2(a)2 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Backfill all trenches resulting from the water main construction with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer. Place material according to standard spec 607.3.5.

**C Construction**

Water main shall be laid to line and grade so that horizontal and vertical deflections do not exceed 50% of the maximum deflection as recommended by the manufacturer. Backfill with native material and compact excavations to proposed grade. Fittings shall be used where greater deflections are necessary. Valves shall be supported in vertical position on solid concrete blocks. Restrained joint pipe shall be provided for all direction changes. The contractor shall perform leakage and pressure testing according to the Standard Specifications for Sewer and Water Construction in Wisconsin. Manipulation of existing valves shall only

be done by the City of Two Rivers. Water main shut offs shall be scheduled and coordinated with the City of Two Rivers.

Backfill trenches with excavated material and compact according to standard spec 607.3.5, unless otherwise instructed by the engineer.

All water main testing shall be done according to the Standard Specifications for Sewer and Water Construction in Wisconsin. All testing shall be done prior to the placement of the roadway crushed aggregate base course.

#### **D Measurement**

The department will measure Hydrant Lead (Size) and Water Main (Size) by the linear foot in place, completed and accepted according to the contract, measured along the centerline of the pipe and through the center of junctions 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.0090.09	Hydrant Lead, 6-Inch	LF
SPV.0090.10	Water Main, 4-Inch	LF
SPV.0090.11	Water Main, 6-Inch	LF
SPV.0090.12	Water Main, 8-Inch	LF
SPV.0090.13	Water Main, 12-Inch	LF
SPV.0090.22	Water Main, DI, 12-Inch	LF

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

### **64. Water Service, 1-Inch, Item SPV.0090.14; Water Service, 2-Inch, Item SPV.0090.15.**

#### **A Description**

This work shall consist of furnishing and installing water services to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided. The City of Two Rivers will determine which laterals are active and should be reconnected.

#### **B Materials**

Water service shall be copper tubing (size), Type K conforming to the requirements of ASTM B88.

Backfill all trenches resulting from the water main construction with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer. Place material according to standard spec 607.3.5.

### **C Construction**

Water services shall be constructed according to the plan details and the Standard Specifications for Sewer and Water Construction in Wisconsin.

Place lateral where designated by the City of Two Rivers and run straight and as perpendicular to street as possible from main to curb box.

Underground pipe tracer wire is required and shall comply with Section 4.3.14 of the Standard Specifications for Sewer and Water Construction in Wisconsin, except tracer wire shall extend up the water service curb box and terminate with two feet of wire wrapped around the top of curb box just below cap.

Backfill all trenches resulting from the water service construction with excavated material, unless directed otherwise by the engineer. Place material according to standard spec 607.3.5.

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.14	Water Service, 1-Inch	LF
SPV.0090.15	Water Service, 2-Inch	LF

Payment is full compensation for furnishing all materials including copper tubing, for furnishing all excavations, for furnishing, installing, and removing sheeting and shoring; for forming foundations, laying pipe and tapping the water main; for making connections to all new or existing facilities; for abandonment of existing water services; for furnishing all bedding material; for backfilling and compaction; and for cleanup and restoring the site of the work.

## **65. Sanitary Lateral, 6-Inch, Item SPV.0090.16.**

### **A Description**

This work shall consist of furnishing and installing sanitary sewer laterals (6 inch) to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided. The contractor shall determine which laterals are active for reconnection.

## **B Materials**

Sanitary sewer laterals shall be 6-inch diameter polyvinyl chloride pipe conforming to the requirements of ASTM D2241, SDR-21.

Lateral connections to the sanitary sewer mains shall be made using a factory fabricated wyes.

Adaptors shall be provided for transitions to other types of pipe

Pipe bedding and cover material shall consist of 3/4 inch crushed stone chips conforming to Section 8.43.2(a)2 of Standard Specifications for Sewer and Water Construction in Wisconsin. Backfill trenches with native material and compact above 12 inches above the top of pipe, unless otherwise instructed by the engineer. Underground pipe tracer wire is required and shall comply with Section 4.3.14 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Backfill all trenches resulting from the water main construction with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer. Place material according to standard spec 607.3.5.

## **C Construction**

Sanitary sewers shall be constructed according to the plan details and Standard Specifications for Sewer and Water Construction in Wisconsin.

Place lateral where designated by the City of Two Rivers and run straight and as perpendicular to Street and as close as possible to the water service from main to connection with existing lateral.

Backfill all trenches resulting from the water main construction with excavated material, unless directed otherwise by the engineer. Place material according to standard spec 607.3.5.

## **D Measurement**

The department will measure Sanitary Lateral by the linear foot, in place and the quantity measured for payment shall be measured along the centerline of the pipe.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.16	Sanitary Lateral, 6-Inch	LF

Payment is full compensation for furnishing all materials including the riser sections, fittings, wyes, or tees; for furnishing all excavations, for furnishing, installing, and removing sheeting and shoring; for forming foundations, laying pipe, and making connections to all new or

existing facilities; for removal of existing sewers; for furnishing all bedding material; for backfilling and compaction; and for cleanup, and restoring the site of the work.

**66. Sanitary Sewer, 8-Inch, Item SPV.0090.17; Sanitary Sewer, 10-Inch, Item SPV.0090.18; Sanitary Sewer, 15-Inch, Item SPV.0090.19.**

**A Description**

This work shall consist of furnishing and installing sanitary sewer, (size), to the requirements of the plans, the Standard Specifications for Sewer and Water Construction in Wisconsin, and as hereinafter provided.

**B Materials**

Sanitary sewers shall be polyvinyl chloride pipe conforming to the requirements of ASTM D3034, SDR-26 with rubber gasket type joints.

Pipe bedding and cover material shall consist of three quarter (3/4) inch crushed stone chips conforming to Section 8.43.2(a)2 of Standard Specifications for Sewer and Water Construction in Wisconsin.

Backfill all trenches resulting from the water main construction with excavated material, unless directed otherwise by the engineer. Use Backfill Sanitary and Water Utility when excavated material is unsuitable for backfill, as directed by the engineer. Place material according to standard spec 607.3.5.

**C Construction**

Sanitary sewers shall be constructed according to the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin. Deflection testing shall be according to the Standard Specifications for Sewer and Water Construction in Wisconsin.

All sanitary sewer testing shall be done according to the Standard Specifications for Sewer and Water Construction in Wisconsin. All testing shall be done prior to the placement of the roadway crushed aggregate base course.

Backfill all trenches resulting from the water main construction with excavated material, unless directed otherwise by the engineer. Place material according to standard spec 204.3.1.2.

Televising of sanitary sewer will be required under this contract. The cost of televising shall be included in the price of sanitary sewer. Televising procedures shall provide color picture, good lighting, audio comments on CD, or other approved digital format, footage counter on tape. The camera shall be stopped at each defect and service branch for a short period of time. A report shall be provided to the city and all defects shall be indicated in the report. The report shall list the distances from manhole to manhole and manhole to service or defects. A CD, or other digital format, of the televising of the sanitary sewer shall be provided to the city. A copy of the paper reports shall also be provided to the city.

If after televising the sanitary sewers there appears to be a problem, the contractor will be required to correct the problem at the contractor's expense. If televising shows construction debris in the sewers, the contractor will be required to clean the debris from the sewers containing the debris. The contractor will be responsible for all costs associated with the cleaning. All televising shall be done prior to the placement of roadway crushed aggregate base course.

#### **D Measurement**

The department will measure Sanitary Sewer, (Size) by the linear foot, acceptably completed, in place and the quantity measured for payment shall be measured along the centerline of the pipe, center to center of manholes. The length to be paid for shall include the construction into and through manholes.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.20	Sanitary Sewer, 8-Inch	LF
SPV.0090.21	Sanitary Sewer, 10-Inch	LF
SPV.0090.22	Sanitary Sewer, 15-Inch	LF

Payment is full compensation for furnishing all materials; for all excavations; for furnishing, installing, and removing sheeting and shoring; for forming foundations, laying pipe, and making connections to all new or existing facilities; for furnishing all bedding material; for furnishing all by-pass pumping and monitoring; for removal of existing sewers; for backfilling and compaction; for testing of sewers, televising of sewers; and for cleanup, and restoring the site of the work.

### **67. Abandon Sanitary Sewer, 8-Inch, Slurry Fill, Item SPV.0090.20.**

#### **A Description**

This special provision describes abandoning existing sanitary sewer, 8-inch, by filling it with cellular concrete according to the pertinent requirements of standard spec 204 and 501 , as shown in the plans, and as hereinafter provided.

#### **B Materials**

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

#### **C Construction**

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

**D Measurement**

The department will measure Abandon Sanitary Sewer 8-Inch, Slurry Fill, by the linear foot, acceptably completed in place, and the quantity measured for payment shall be measured along the centerline of the pipe, center to center of manholes.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.20	Abandon Sanitary Sewer, 8-Inch, Slurry Fill	LF

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

**68. Concrete Pavement Joint Layout, Item SPV.0105.01.****A Description**

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

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

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

## **69. Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation SPV.0105.02.**

### **A Description**

Furnish and install a Rectangular Rapid Flashing Beacon (RRFB) with Pedestrian Activation as described herein and as shown in the plans. The assembly shall be hardwired and pedestrian-activated by pushbutton.

### **B Materials**

#### **B.1 General Requirements**

The RRFB shall be in conformance with all applicable MUTCD standards and guidelines, and shall exceed the minimum requirements specified in FHWA Memorandum IA-11, Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons. It shall consist of rapidly and alternately flashed rectangular yellow indications having LED-array based pulsing light sources, and shall be designed, located, and operated according to the detailed requirements specified in Memorandum IA-11,

Interim Approval for Optional Use of RRFB and subsequent amendments as detailed herein.

- 1.1 Each RRFB shall be a complete assembly consisting of but not limited to controller and electrical components (wiring), LED indications in a light bar, signage, sign mounting and pushbuttons.
- 1.2 An RRFB assembly will have two light bars (mounted back-to-back facing dual directions) per pole.
- 1.3 Each Light Bar shall house two rapidly and alternately flashing rectangular yellow indications and two yellow side-mounted pedestrian indications, one on each end as shown in the plans. Each side-mounted pedestrian indication shall have an LED-array based light source. The LED-based pulsing light arrays shall be designed, located and operated according to the detailed requirements as specified on the plans. Active vehicle indications shall be visible at distances over 1000 feet during the day and over 1 mile at night.
- 1.4 Individual components shall be replaceable independently of other components, equipped with approved terminal strips or wire-end molded connectors.

#### **B.2 Functional Requirements**

Per FHWA guidelines, RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation. The flash cycle duration should be based on the MUTCD procedures for timing of pedestrian clearance times for pedestrian signals: refer to MUTCD 2009 Section 4E.06 and any State-specified regulations.



As a specific exception to requirements for the flash rate of beacons as stated in 2009 MUTCD Section 4K.01, RRFBs shall use a much faster flash rate. Each of the two yellow vehicle indications of an RRFB shall have 70 to 80 periods of flashing per minute and shall have alternating, but approximately equal, periods of rapid flashing light emissions and dark operation. During each of its 70 to 80 flashing periods per minute, one of the yellow indications shall emit two medium rapid pulses of light and the other yellow indication shall emit four short rapid pulses of light followed by a long pulse.

The outside edges of the RRFB indications, including the Light Bar, shall not project beyond the outside edges of the W11-2. The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.

- 2.1 Each RRFB shall require 110VAC
- 2.2 Upon activation by ADA-compliant pushbutton, the two yellow indications in each RRFB shall flash in a rapidly alternating “wig-wag” flashing sequence (left indication on, then right indication on).
- 2.3 The light intensity of the vehicle indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated November 2008. Manufacturer Certification of Compliance shall be provided upon request.
- 2.4 When activated, all indications associated with a given crosswalk (including those with an advance crossing sign, if used) shall simultaneously commence operation of their alternating rapid flashing within 120msec, and shall cease operation at a predetermined time after the pedestrian actuation.
- 2.5 The duration of the flash cycle shall be programmable from 1 second to 24 hours, in increments of seconds, minutes and hours.
- 2.6 The Pedestrian indications shall be directed at and visible to pedestrians both waiting to cross and within the crosswalk, and it shall flash concurrently with the vehicle indications to give confirmation that the RRFB is in operation.
- 2.7 The system shall include an actuation counter providing data that can be downloaded on-site to a laptop computer using DB9 or USB type cables.
- 2.8 Autonomy with a fully charged battery shall be up to 14-28 days without sun, dependent upon ambient temperature and number of activations.

### **B.3 Material Specification**

#### **3.1 Light Bar Housing and Indications**

- a. The Light Bar housing shall be constructed of durable, corrosion-resistant powder-coated aluminum with stainless steel fasteners.
- b. Enclosed components shall be modular in design whereby any component can be easily replaced using common hand tools, without having to remove the housing from the pole.
- c. All mounting hardware required for mounting the Light Bar housing shall be provided.
- d. Each of the two vehicle RRFB LED indications shall be approximately 7.25" wide x 3" high with 8 high power LEDs.
- e. A pedestrian 6 LED indication, approximately 0.5" wide x 2.5" high, shall be side-mounted on both sides in the Light Bar housing, as shown in the plans, to be directed at and visible to pedestrians both waiting to cross and within the crosswalk.
- f. The LEDs used shall be rated for a minimum 15-year life span.
- g. All exposed hardware shall be anti-vandal.
- h. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

#### **3.2 Controller**

- a. The controller shall be housed in a NEMA 4X rated aluminum enclosure, intended for indoor or outdoor use, primarily to provide a degree of protection against corrosion, windblown dust and rain, splashing water, hose-directed water, and damage from ice formation.
- b. The LED light outputs and flash pattern shall be completely programmable, with the capability to actuate.
- c. The flashing output shall have 70 to 80 periods of flashing per minute, during which one of the yellow indications shall emit two medium pulses of light and the other yellow indication shall emit four short rapid pulses of light followed by a long pulse. The output current shall be maintained as programmed for the duration of the pulse. The flashing output shall be programmable.
- d. The controller shall be reconfigurable if future MUTCD or State guidelines specify a different flash pattern.
- e. The controller shall be capable of storing input count data in preset intervals, with downloadable capabilities using optional Windows-based PC software program and standard RS232 programming cable.
- f. The controller shall be, in the unlikely event of failure, replaceable independently of other components.

#### **3.3 Power Supply**

- a. The input voltage ranges from 100 to 240 volts and is between 50-60 Hz.
- b. The maximum total output from this supply is 30 watts.

### 3.4 Pedestal Shaft

- a. Shall meet the requirements as set forth in standard spec 657.2.4.
- b. Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
- c. Shall be a 13' Schedule 80 pipe raw aluminum.

### 3.5 Pedestal Base

- a. Shall meet the requirements as set forth in standard spec 657.2.5.
- b. The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
- c. The base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.

### 3.5 Signs and Plaques

- a. All signs shall conform to MUTCD standards.
- b. All sign blanks and plaques shall be Federally specified .080 gauge, 5052 aluminum.
- c. Unless specified otherwise, sign sheeting shall be 3M DG3 Type XI 4081 - Fl. Yellow, Avery Dennison Omni-Cube T-11513 Fl. Yellow, or equivalent prismatic sheeting, with anti-graffiti overlay.
- d. All sign assemblies shall use provided anti-vandal fasteners and tools to mount components to sign, and sign to fixture.
- e. Crossing signs shall be W11-2 per MUTCD (4 signs).
- f. Crossing plaques W16-7P shall also accompany the crossing signs (4 signs).
- g. Pedestrian pushbutton instruction signs shall be furnished, at a minimum size of 5" x 7", to be mounted adjacent to or integral with each pedestrian pushbutton (2 signs).

### 3.6 Pushbutton

- a. The Push Button shall be capable of continuous operation within a temperature range of -30° to 165°F (-34° to 74°C).
- b. The Push Button shall be ADA compliant, and shall operate as a normally open (n/o) circuit.

## **B.4 Warranty**

The system shall be supported by a three-year supplier warranty.

## **C Construction**

Assemble Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation per the manufacturer's recommendations. Mount the controller cabinet, signage, light bar and push buttons to the pole as shown on the plans and per the manufacturer's requirements.

## **D Measurement**

The department will measure Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation, completed according to the contract and accepted, as a single complete unit of work.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation	LS

Payment is full compensation for furnishing and installing the Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation including wire and all necessary mounting hardware and appurtenances.

**70. Water of Seeded Area, 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.

## **71. Concrete Sidewalk HES 6-Inch, Item SPV.0165.01.**

### **A Description**

This special provision describes constructing concrete sidewalk HES according to the requirements of standard spec 602, at locations approved by the engineer, and as hereinafter provided.

### **B Materials**

Furnish materials conforming to standard spec 602.2 for HES.

### **C Construction**

All construction methods shall conform to standard spec 602.3.

### **D Measurement**

The department will measure Concrete Sidewalk HES 6-Inch 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(s):

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Concrete Sidewalk HES 6-Inch	SF

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

The department will adjust pay for crack repairs on concrete built under standard spec 602 as specified in standard spec 416.5.2 for ancillary concrete.

## **72. Insulation Board 2-Inch, Item SPV.0165.02.**

### **A Description**

This special provision describes furnishing and installing insulation board.

### **B Materials**

According to Chapter 8.50.2 of the Standard Specifications for Sewer and Water Construction in Wisconsin (latest edition).

### **C Construction**

Perform all construction in conformance with Chapter 4.17.2(a) of the Standard Specifications for Sewer and Water Construction in Wisconsin (latest edition).

### **D Measurement**

The department will measure Insulation Board (Inch) 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	Insulation Board 2-Inch	SF

Payment is full compensation for providing insulation board.  
(NER11-0207)

**73. Shredded Hardwood Bark Mulch, Item SPV.0180.01.****A Description**

This special provision describes furnishing and installing Shredded Hardwood Bark Mulch at the locations shown on the plans and according to the pertinent provisions of standard spec 632 and as hereinafter provided.

**B Materials**

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 colored to match the existing bark mulch within the area, 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 of surface area, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Shredded Hardwood Bark Mulch	SY

Payment is full compensation for furnishing and installing all materials.

**74. Concrete Joint Sealing, Item SPV.0180.02.**

**A Description**

This special provision describes furnishing and installing joint sealer for concrete pavement as shown on the plans, and as hereinafter provided.

**B Materials**

Hot-poured elastic type joint sealer shall meet the requirements of the Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements Concrete Joint Sealer, Hot-Poured Elastic Type, ASTM Designation: D6690.

**C Construction**

Place joint sealer as shown on the plans and according to the manufacturer's instructions. All longitudinal, transverse, and construction joints shall be sealed prior to allowing any traffic on the pavement.

**D Measurement**

The department will measure Concrete Joint Sealing by the square yard of pavement sealed and acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Concrete Joint Sealing	SY

Payment is full compensation for providing all materials, and for placing materials.  
(NER14-1126)

**75. Excavation, Segregation, Hauling, and Disposal of Contaminated Soil and Groundwater, Item SPV.0195.01.**

**A Description**

**A.1 General**

This special provision describes excavating, segregating, loading, hauling, and disposing of petroleum-contaminated soil and requirements for managing petroleum-contaminated groundwater. Petroleum-contaminated soil shall be disposed of at a DNR approved bioremediation facility. The closest DNR approved facilities are:

Advanced Disposal Services Hickory Meadows Landfill  
W3105 Schneider Rd  
Hilbert, WI 54129

Waste Management Ridgeview Landfill  
6207 Hempton Lake Rd.  
Whitelaw, WI 54247

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

This special provision also describes management of contaminated water generated during dewatering, if necessary. Contaminated water encountered, but not requiring removal as a standard course of construction, shall remain in-place and shall not be managed according to this special provision. Contaminated water shall be discharged to City of Two Rivers sanitary sewer according to this special provision.

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

The department completed testing for soil and groundwater contamination at locations within this project where excavation is required. Results indicate that petroleum-contaminated soil and groundwater is present at the following locations within the project corridor:

- Station 33+25 to 34+75 from reference line to the construction limits on the right.

Contaminated soil, groundwater, 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.

Groundwater monitoring wells are not expected to be located within the project limits. If groundwater monitoring wells are encountered during construction, notify the engineer and protect the wells to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. Adjust monitoring wells that need to be maintained and do not conflict with structures or curb and gutter to be flush with the final grade. Coordinate with the environmental consultant the abandonment or adjustment of wells that conflict with the previously mentioned items and wells that are not required to be maintained.

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR 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: TRC, Mr. Dan Haak  
Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717  
Phone: (608) 826-3628  
Fax: (608) 826-3941  
E-mail: [Dhaak@trcsolutions.com](mailto:Dhaak@trcsolutions.com)



### **A.3 Coordination**

Coordinate work under this contract with the environmental consultant retained by the department's BTS-ESS:

Name: TRC, Mr. Dan Haak  
Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717  
Phone: (608) 826-3628  
Fax: (608) 826-3941  
E-mail: [Dhaak@trcsolutions.com](mailto:Dhaak@trcsolutions.com)

The role of the environmental consultant will be limited to:

1. Determining the locations and limits of petroleum-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 petroleum-contaminated soils to be hauled to the bioremediation and landfill facility;
3. Documenting that activities associated with management of petroleum-contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for treatment and disposal of petroleum-contaminated soil.
5. Determining the location and limits of contaminated water based on groundwater analytical results from previous investigations, visual observations, and/or field screening;
6. Documenting that activities associated with management of contaminated water are in conformance with the contaminated water management methods for this project as specified herein.

The contractor shall 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 petroleum-contaminated areas specified above to the environmental consultant. Identify the WDNR approved bioremediation and landfill facility that will be used for disposal of petroleum-contaminated soils. Provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the petroleum-contaminated areas, or at the preconstruction conference, whichever comes first.

The contractor shall coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the petroleum-contaminated areas. Notify the environmental consultant at least three working days prior to commencement of excavation activities in the petroleum-contaminated areas. Perform excavation work in this area on a continuous basis until excavation work is completed. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of petroleum-contaminated soils. Do not transport petroleum-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 and/or groundwater contaminated with petroleum. 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 petroleum-contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

Disposal of petroleum-contaminated soil at the biopile and landfill facility is subject to the facility's safety policies, which include as a minimum:

- 1) No smoking is allowed on-site.
- 2) Maximum speed limit of 15 mph on access roads and 5 mph while in active area.
- 3) All persons entering the active area must wear the following personal protective equipment: hard hats, high visibility clothing, steel toed work boots, safety glasses, and seat belts.
- 4) Minimum requirement for spacing is as follows:
  - a) A minimum 15 foot Safety Zone is required between landfill equipment and all personnel at all times.
  - b) Do not back up directly behind the compactor or dozer.
  - c) Trucks must yield the right-of-way to landfill equipment.
  - d) 15 feet required between trucks.
- 5) Only the driver can exit the truck and must stay within 4 feet of the truck. Use of Spotter is prohibited. Helper (if any), must remain in vehicle while unloading.
- 6) Tailgates of all vehicles may only be opened while in the active area and must be closed prior to exiting the active area.
- 7) Cleaning out vehicles must be done in designated area, not in the active area. Vehicles must be properly locked out / tagged out according to OSHA during the clean out process.
- 8) No Scavenging is allowed.
- 9) Horseplay is prohibited.

Violation of the landfill's safety policy will result a verbal or written warning explaining this policy and may result in the loss of dumping privileges.

Immediately report all accidents and injuries to landfill management.

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

## **C Construction**

*Supplement standard spec 205.3 with the following:*

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

The environmental consultant will periodically evaluate soil excavated from the petroleum-contaminated areas. 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 15 cubic yards excavated.

On the basis of the results of such field-screening, the material will be designated 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 petroleum-contaminated soil for reuse as fill within the construction limits, or
- Petroleum-contaminated soil for bioremediation and disposal at the WDNR-licensed bioremediation and landfill facility, or
- Potentially-contaminated material for temporary stockpiling and additional characterization prior to disposal

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 100 cubic yards of contaminated material 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 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 DNR-licensed bioremediation and landfill facility by the contractor or, if characterized as hazardous waste, by others. As an alternative to temporarily stockpiling contaminated material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such material is encountered until such time as characterization is completed.

Directly load and haul soils designated by the environmental consultant for offsite treatment and disposal at the DNR approved 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 treatment and disposal so as not to contain free liquids.

It is likely that dewatering will be required during construction of utilities. Based on laboratory results of groundwater samples collected from monitoring wells, water generated during dewatering operations should be permitted to discharge to the surface, except in the following areas which may be contaminated above surface water discharge limits:

- Station 33+25 to 34+75 from reference line to the construction limits on the right.

If dewatering of groundwater is required in the contaminated locations, water shall be discharged to the City of Two Rivers sanitary sewer. Pump contaminated water that exceeds surface water discharge limits, as determined by the environmental consultant, to the City of Two Rivers sanitary sewer.

The City of Two Rivers has granted permission to discharge contaminated water generated during dewatering into the sanitary sewer for disposal/treatment at the City of Two Rivers WWTP provided the following conditions are met:

- Notify Jim McDonald, City of Two Rivers at (920) 793-5540, prior to discharge of contaminated groundwater to the sanitary sewer. Do not discharge into the sanitary sewer without prior approval from the City of Two Rivers WWTP. Discharge location(s) shall be discussed and approved by the City of Two Rivers. The City of Two Rivers WWTP supervisor or agent thereof can order a stop to discharges if the discharge is causing treatment problems at the WWTP or in the collection system.
- Any discharge shall meet all conditions of the most current City of Two Rivers Sewer Use Ordinance.
- Do not discharge grit (such as sand, sediment, detritus, etc.) to the sanitary sewer during dewatering operations. Furnish, install, and maintain a sediment control device (e.g. box, bag) for use prior to discharging water.
- Do not discharge any petroleum free product to the sanitary sewer under any circumstances.
- The discharge flow rate and concentrations shall meet the City of Two Rivers WWTP requirements, and shall be at a minimum, at the point of discharge:
  - Total petroleum volatile organic compounds (PVOCs) <1,000 µg/L
    - PVOC compounds include benzene, ethylbenzene, methyl-tert-butyl-ether, toluene, xylenes, and trimethylbenzenes.
  - The maximum total pumping rate discharged to the sanitary sewer shall not exceed 100 gpm.
- Document compliance with the City of Two Rivers WWTP discharge requirements, including flow rate and water quality sampling and analysis. Contractor shall test water generated during dewatering, and store and analyze samples prior to discharge to the sewer, and provide copies of such documentation to the engineer.
  - If the dewatering rate exceeds the acceptable discharge rate of 100 gpm (rate the City of Two Rivers sanitary sewer system can accept), contain the excess groundwater and transport to the WWTP. Contractor shall deliver containerized groundwater to the City of Two Rivers WWTP, and deliver or discharge it at their direction.
- All water may be trucked to the WWTP in lieu of discharge to the sanitary sewer at the contractor's option and at the contractor's cost.

- Measure and pay for discharge of contaminated water to the sanitary sewer as required by the City of Two Rivers WWTP. The City of Two Rivers WWTP will assess the contractor sanitary sewer use charges (Section 5-2-5 of the Municipal Code).

If dewatering is required in the contaminated areas mentioned above, and the water is not discharged to the sanitary sewer, then means and methods together with dewatering pumping rates will impact the characterization of discharged groundwater and requirements for treatment and disposal. The DNR's concurrence with plans to accomplish dewatering will be required and will include limits on impacted water that can be discharged to the surface. Pump tests with sampling and laboratory analysis of water generated during dewatering operations in the areas listed above will likely be required. If water is discharged to surface, meet all applicable requirements of the Wisconsin Pollution Discharge Elimination System (WPDES) General Permit for Discharge of Petroleum Contaminated Groundwater from Remedial Action Operations. This includes, but is not limited to, pretreatment of water, if required, in order to meet WPDES discharge requirements. Perform all necessary monitoring to document compliance with WPDES requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with WPDES requirements.

Ensure continuous dewatering and excavation safety at all times for all dewatering methods. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

#### **D Measurement**

The department will measure Excavation, Segregation, Hauling, and Disposal of Contaminated Soil and Groundwater in tons of petroleum-contaminated soil accepted by the bioremediation and landfill facility as documented by weight tickets generated by the bioremediation and landfill facility. The management of petroleum-contaminated groundwater shall be considered incidental to other items in the contract.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Excavation, Segregation, Hauling, and Disposal of Contaminated Soil and Groundwater	Ton

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



---

**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)  
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)  
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

---

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

*TrANS* is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

### ***I. BASIC CONCEPTS***

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

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   6   (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 3 (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*

---

GFW SAMPLE MEMORANDUM

---

**TO:** DBE FIRMS  
**FROM:** POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR  
**SUBJECT:** REQUEST FOR DBE QUOTES  
LET DATE & TIME  
**DATE:** MONTH DAY YEAR  
**CC:** DBE OFFICE ENGINEER

---

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,  
Phone: (000) 123-4567  
Email: [Joe@joetheplumber.com](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:*

---

**440.3.5.2 Corrective Actions for Localized Roughness**

*Replace paragraph two with the following effective with the September 2016 letting:*

- (2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.
- 

**450.3.1.1.4 Recording Truck Loads**

*Replace the entire text with the following effective with the December 2016 letting:*

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
  - (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.
- 

**455.3.2.1 General**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- 

**460.2.1 General**

*Replace the entire text with the following effective with the December 2016 letting:*

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

**460.2.8.2.1.5 Control Limits**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent <sup>[1]</sup>	+1.3/-1.0	+1.0/-0.7
VMA in percent <sup>[2]</sup>	- 0.5	- 0.2

<sup>[1]</sup> For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

<sup>[2]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

**460.2.8.2.1.6 Job Mix Formula Adjustment**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

**460.2.8.3.1.6 Acceptable Verification Parameters**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
- Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
  - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

**460.3.3.1 Minimum Required Density**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

**TABLE 460-3 MINIMUM REQUIRED DENSITY<sup>[1]</sup>**

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	—
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

<sup>[1]</sup> The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

<sup>[2]</sup> Includes parking lanes as determined by the engineer.

<sup>[3]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[4]</sup> Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[5]</sup> The minimum required densities for SMA mixtures are determined according to CMM 8-15.

**460.5.2.1 General**

*Replace paragraph six with the following effective with the December 2016 letting:*

- (6) If during a QV dispute resolution investigation the department discovers mixture with  $1.5 > V_a > 5.0$  or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

**460.5.2.3 Incentive for HMA Pavement Density**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) If the lot density is greater than the minimum specified in table 460-3 and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

**INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY<sup>[1]</sup>**

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON <sup>[2]</sup>
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

<sup>[1]</sup> SMA pavements are not eligible for density incentive.

<sup>[2]</sup> The department will prorate the pay adjustment for a partial lot.

**501.2.6 Fly Ash**

Replace the entire subsection with the following effective with the December 2016 letting:

**501.2.6.1 General**

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

**501.2.6.2 Class C Ash**

- (1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

**501.2.6.3 Class F Ash**

- (2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

**502.3.7.8 Floors**

Replace paragraph sixteen with the following effective with the September 2016 letting:

- (16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

**503.3.2.1.1 Tolerances**

Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2" effective with the December 2016 letting:

**PRESTRESSED CONCRETE I-TYPE GIRDERS**

Length of beam..... +/- 1/8" per 10', up to a max of +/- 1 1/2"

## Errata

Make the following corrections to the standard specifications:

### Throughout the contract:

Update all references to the construction rental rate "Blue Book" to reference "EquipmentWatch" rates.

#### 105.13.4 Content of Claim

- (1) Include the following 5 items in the claim.
  1. A concise description of the claim.
  2. A clear contractual basis for the claim. This should include reference to 104.2 on revisions to the contract and as appropriate, specific reference to contract language regarding the bid items in question.
  3. Other facts the contractor relies on to support the claim.
  4. A concise statement of the circumstances surrounding the claim and reasons why the department should pay the claim. Explain how the claimed work is a change to the contract work.
  5. A complete breakdown of the costs used to compile the claim. Include copies of all EquipmentWatch equipment rental rate sheets used, with the applicable number highlighted.

#### 109.4.5.5.1 General

- (2) The department will pay for use of contractor-owned equipment the engineer approves for force account work at published rates. The department will pay the contractor expense rates, as modified in 109.4.5.5, given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book) . Base all rates on revisions effective on January 1 for all equipment used in that calendar year.

<http://equipmentwatch.com/estimator/>

#### 109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

- (1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

$$\text{HEER} = [\text{RAF} \times \text{ARA} \times (\text{R}/176)] + \text{HOC}$$

Where:

HEER = Hourly equipment expense rate.  
 RAF = EquipmentWatch regional adjustment factor.  
 ARA = EquipmentWatch age rate adjustment factor.  
 R = Current EquipmentWatch monthly rate.  
 HOC = EquipmentWatch estimated hourly operating cost.

- (2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

#### 109.4.5.5.3 Hourly Equipment Stand-By Rate

- (1) For equipment that is in operational condition and is standing-by with the engineer's approval, the contractor shall determine, and the department will confirm, the hourly stand-by rate as follows:

$$\text{HSBR} = \text{RAF} \times \text{ARA} \times (\text{R}/176) \times (1/2)$$

Where:

HSBR = Hourly stand-by rate.  
 RAF = EquipmentWatch regional adjustment factor.  
 ARA = EquipmentWatch age rate adjustment factor.  
 R = Current EquipmentWatch monthly rate.

- (2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

#### 109.4.5.5.4 Hourly Outside-Rented Equipment Rate

- (1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

$$\text{HORER} = \text{HRI} + \text{HOC}$$

Where:

**HORER** = Hourly outside-rented equipment rate

**HRI** = Hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work

**HOC** = EquipmentWatch hourly operating cost.

## 109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
  2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
    - The nature of the work.
    - The action of the elements.
    - Unforeseen difficulties encountered during prosecution of the work.
  3. All insurance costs, expenses, and risks connected with the prosecution of the work.
  4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
  5. All infringements of patents, trademarks, or copyrights.
  6. All other expenses incurred to complete and protect the work under the contract.

### 204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

- (1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

### 657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

- (1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

### 657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

### 657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

- (1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.



**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.

## **Non-discrimination Provisions**

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.



**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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/hcciDocs/contracting-info/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  
MANITOWOC 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, 2016

**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	31.55	18.52	50.07
Carpenter	33.02	17.12	50.14
Future Increase(s): 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	34.16	18.90	53.06
Future Increase(s): 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	29.84	18.20	48.04
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	35.62	0.00	35.62
Ironworker	29.27	23.72	52.99
Line Constructor (Electrical)	46.10	15.32	61.42
Painter	29.87	18.79	48.66
Pavement Marking Operator	30.00	18.27	48.27
Piledriver	30.11	21.09	51.20
Roofer or Waterproofer	30.40	2.23	32.63
Teledata Technician or Installer	22.50	12.74	35.24
Tuckpointer, Caulker or Cleaner	31.55	18.26	49.81
Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65

<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>
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	16.12	48.77
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

**TRUCK DRIVERS**

Single Axle or Two Axle	36.72	21.15	57.87
Three or More Axle	25.78	18.96	44.74
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	30.82	21.85	52.67
Future Increase(s): 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://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .			
Pavement Marking Vehicle	23.82	17.72	41.54
Shadow or Pilot Vehicle	25.28	18.31	43.59
Truck Mechanic	25.28	18.31	43.59

**LABORERS**

General Laborer	30.67	15.65	46.32
Future Increase(s): 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	19.00	0.00	19.00
Landscaper	30.67	15.65	46.32
Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	27.30	15.65	42.95
Future Increase(s): 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)	16.00	4.31	20.31

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Railroad Track Laborer	24.22	15.12	39.34

### 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).

Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.

See DOT'S website for details about the applicability of this night work premium at:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx>.

Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	37.77	21.85	59.62
---	-------	-------	-------

Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.

See DOT'S website for details about the applicability of this night work premium at:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx>.

Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); 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	37.27	21.85	59.12
--	-------	-------	-------

<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>
-----			
& A- Frames.			
Future Increase(s): 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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</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.	37.01	21.85	58.86
Future Increase(s): 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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .			
-----			
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.	36.72	21.85	58.57
Future Increase(s): 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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .			
-----			
Fiber Optic Cable Equipment.	28.50	0.88	29.38
-----			
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
-----			
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
-----			
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
-----			
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.	36.72	21.15	57.87
-----			

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: October 7, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		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 .....	16.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	16.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	16.55			
Group 4: Line and Grade Specialist .....	31.02 .....	16.55			
Group 5: Blaster and Powderman .....	30.87 .....	16.55			
Group 6: Flagperson; Traffic Control .....	27.30 .....	16.55			
			<u>Truck Drivers:</u>		
			1 & 2 Axles .....	26.63 .....	19.85
			Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic .....	26.78 .....	19.85

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.59 .....	16.39
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	30.86 .....	25.42
Cement Mason/Concrete Finisher .....	35.07 .....	19.75
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 .....	24.39 .....	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; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016; Modification #4 dated April 8, 2016; Modification #5 dated June 17, 2016; Modification #6 dated July 1, 2016; Modification #7 dated July 22, 2016; Modification #8 dated July 29, 2016; Modification #9 dated August 19, 2016; Modification #10 dated August 26, 2016; Modification #11 dated September 2, 2016; Modification #12 dated September 30, 2016; Modification #13 dated October 7, 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: October 7, 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 .....	\$39.27	\$21.80	(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. ....	\$38.27	\$21.80
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. ....	\$38.77	\$21.80	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. ....	\$38.01	\$21.80
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. ....	\$37.72	\$21.80
			Group 6: Off - road material hauler with or without ejector.....	\$31.82	\$21.80
			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: October 7, 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 .....	\$30.68	17.28		
Area 2:				
Electricians.....	32.00	19.28	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: .....	30.50	29.50% + 9.57	Area 6 -	KENOSHA COUNTY
Area 5 .....	28.96	24.85% + 9.70		
Area 6 .....	37.02	29%+9.77	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 8				
Electricians.....	32.45	26.10% + 10.56	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 9:				
Electricians.....	36.50	20.39	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 10 .....	29.64	20.54	Area 11 -	DOUGLAS COUNTY
Area 11 .....	34.92	25.05	Area 12 -	RACINE (except Burlington township) COUNTY
Area 12 .....	34.98	19.89	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 13 .....	36.01	24.00	Area 14 -	Statewide.
Teledata System Installer			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 14				
Installer/Technician .....	24.35	13.15		
Sound & Communications				
Area 15				
Installer .....	16.47	14.84		
Technician .....	26.00	17.70		
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			
Area 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:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

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

## SECTION 0001 Contract Items

0010	201.0105 Clearing	4.000				
		STA	.		.	
0020	201.0120 Clearing	160.000				
		ID	.		.	
0030	201.0205 Grubbing	4.000				
		STA	.		.	
0040	201.0220 Grubbing	201.000				
		ID	.		.	
0050	203.0100 Removing Small Pipe Culverts	6.000				
		EACH	.		.	
0060	204.0100 Removing Pavement	17,515.000				
		SY	.		.	
0070	204.0110 Removing Asphaltic Surface	691.000				
		SY	.		.	
0080	204.0150 Removing Curb & Gutter	2,652.000				
		LF	.		.	
0090	204.0155 Removing Concrete Sidewalk	4,131.000				
		SY	.		.	
0100	204.0210 Removing Manholes	13.000				
		EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0220 Removing Inlets	36.000				
	EACH		.		.	
0120	204.0245 Removing Storm Sewer (size) 01. 12-Inch or Less	1,703.000				
	LF		.		.	
0130	204.0245 Removing Storm Sewer (size) 02. 15 to 18-Inch	2,830.000				
	LF		.		.	
0140	204.0245 Removing Storm Sewer (size) 03. 24-Inch	171.000				
	LF		.		.	
0150	204.0245 Removing Storm Sewer (size) 04. 36-Inch	61.000				
	LF		.		.	
0160	205.0100 Excavation Common	28,972.000				
	CY		.		.	
0170	213.0100 Finishing Roadway (project) 01. 1470-18-71	1.000				
	EACH		.		.	
0180	305.0110 Base Aggregate Dense 3/4-Inch	851.000				
	TON		.		.	
0190	305.0120 Base Aggregate Dense 1 1/4-Inch	10,010.000				
	TON		.		.	
0200	312.0110 Select Crushed Material	23,051.000				
	TON		.		.	
0210	405.0200 Coloring Concrete Custom	237.000				
	CY		.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	415.0080 Concrete Pavement 8-Inch	22,489.000 SY	.		.	
0230	415.0210 Concrete Pavement Gaps	10.000 EACH	.		.	
0240	416.0160 Concrete Driveway 6-Inch	1,265.000 SY	.		.	
0250	416.0260 Concrete Driveway HES 6-Inch	181.000 SY	.		.	
0260	416.0610 Drilled Tie Bars	18.000 EACH	.		.	
0270	416.0620 Drilled Dowel Bars	527.000 EACH	.		.	
0280	455.0605 Tack Coat	10.000 GAL	.		.	
0290	460.2000 Incentive Density HMA Pavement	40.000 DOL	1.00000		40.00	
0300	460.5223 HMA Pavement 3 LT 58-28 S	33.000 TON	.		.	
0310	460.5224 HMA Pavement 4 LT 58-28 S	28.000 TON	.		.	
0320	465.0105 Asphaltic Surface	290.000 TON	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	520.8000 Concrete Collars for Pipe	2.000 EACH	.		.	
0340	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	.		.	
0350	601.0409 Concrete Curb & Gutter 30-Inch Type A	9,088.000 LF	.		.	
0360	601.0600 Concrete Curb Pedestrian	339.000 LF	.		.	
0370	602.0405 Concrete Sidewalk 4-Inch	39,705.000 SF	.		.	
0380	602.0415 Concrete Sidewalk 6-Inch	4,820.000 SF	.		.	
0390	602.0515 Curb Ramp Detectable Warning Field Natural Patina	688.000 SF	.		.	
0400	602.1500 Concrete Steps	9.000 SF	.		.	
0410	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	843.000 LF	.		.	
0420	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	331.000 LF	.		.	



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	378.000 LF	.		.	
0440	608.0321 Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	34.000 LF	.		.	
0450	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	1,367.000 LF	.		.	
0460	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	347.000 LF	.		.	
0470	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	1,353.000 LF	.		.	
0480	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	263.000 LF	.		.	
0490	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	96.000 LF	.		.	
0500	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	308.000 LF	.		.	
0510	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	64.000 LF	.		.	
0520	608.6008 Storm Sewer Pipe Composite 8-Inch	42.000 LF	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0530	610.0138 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 38x60-Inch	35.000 LF	.		.	
0540	610.0414 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	426.000 LF	.		.	
0550	610.0419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	11.000 LF	.		.	
0560	610.0424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	129.000 LF	.		.	
0570	610.0429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	157.000 LF	.		.	
0580	610.0434 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 34x53-Inch	412.000 LF	.		.	
0590	611.0530 Manhole Covers Type J	29.000 EACH	.		.	
0600	611.0624 Inlet Covers Type H	75.000 EACH	.		.	
0610	611.0642 Inlet Covers Type MS	2.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0620	611.2004 Manholes 4-FT Diameter	10.000 EACH	.		.	
0630	611.2005 Manholes 5-FT Diameter	13.000 EACH	.		.	
0640	611.2006 Manholes 6-FT Diameter	2.000 EACH	.		.	
0650	611.2044 Manholes 4x4-FT	4.000 EACH	.		.	
0660	611.2055 Manholes 5x5-FT	2.000 EACH	.		.	
0670	611.2066 Manholes 6x6-FT	8.000 EACH	.		.	
0680	611.3004 Inlets 4-FT Diameter	15.000 EACH	.		.	
0690	611.3230 Inlets 2x3-FT	53.000 EACH	.		.	
0700	611.3901 Inlets Median 1 Grate	2.000 EACH	.		.	
0710	611.8110 Adjusting Manhole Covers	2.000 EACH	.		.	
0720	611.8115 Adjusting Inlet Covers	2.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0730	611.9800.S Pipe Grates	1.000 EACH	.		.	
0740	616.0700.S Fence Safety	500.000 LF	.		.	
0750	619.1000 Mobilization	1.000 EACH	.		.	
0760	624.0100 Water	128.000 MGAL	.		.	
0770	625.0100 Topsoil	10,723.000 SY	.		.	
0780	625.0105 Topsoil	134.000 CY	.		.	
0790	627.0200 Mulching	3,618.000 SY	.		.	
0800	628.1504 Silt Fence	750.000 LF	.		.	
0810	628.1520 Silt Fence Maintenance	1,500.000 LF	.		.	
0820	628.1905 Mobilizations Erosion Control	12.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0830	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	.		.	
0840	628.2006 Erosion Mat Urban Class I Type A	1,452.000 SY	.		.	
0850	628.7005 Inlet Protection Type A	3.000 EACH	.		.	
0860	628.7015 Inlet Protection Type C	32.000 EACH	.		.	
0870	628.7020 Inlet Protection Type D	108.000 EACH	.		.	
0880	628.7555 Culvert Pipe Checks	2.000 EACH	.		.	
0890	628.7560 Tracking Pads	2.000 EACH	.		.	
0900	629.0210 Fertilizer Type B	6.760 CWT	.		.	
0910	630.0140 Seeding Mixture No. 40	90.000 LB	.		.	
0920	631.0300 Sod Water	320.000 MGAL	.		.	
0930	631.1000 Sod Lawn	5,653.000 SY	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0940	632.0101 Trees (species) (size) (root) 01. Arborvitae, American 'Techny', 5-FT, B&B	38.000 EACH	.		.	
0950	632.0101 Trees (species) (size) (root) 02. Japanese Tree Lilac, 'Ivory Silk', 2.5" Cal., B&B	17.000 EACH	.		.	
0960	632.0101 Trees (species) (size) (root) 03. Littleleaf Linden, 'Greenspire', 2.5" Cal., B&B	12.000 EACH	.		.	
0970	632.0101 Trees (species) (size) (root) 04. Honeylocust, 'Skyline', 2.5" Cal., B&B	22.000 EACH	.		.	
0980	632.0101 Trees (species) (size) (root) 05. Elm, 'Princeton', 2.5" Cal., B&B	16.000 EACH	.		.	
0990	632.9101 Landscape Planting Surveillance and Care Cycles	10.000 EACH	.		.	
1000	634.0410 Posts Wood 4x4-Inch X 10-FT	1.000 EACH	.		.	
1010	634.0614 Posts Wood 4x6-Inch X 14-FT	1.000 EACH	.		.	
1020	634.0616 Posts Wood 4x6-Inch X 16-FT	6.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1030	634.0810 Posts Tubular Steel 2x2-Inch X 10-FT	31.000 EACH	.		.	
1040	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	27.000 EACH	.		.	
1050	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	11.000 EACH	.		.	
1060	637.2210 Signs Type II Reflective H	412.290 SF	.		.	
1070	637.2230 Signs Type II Reflective F	25.500 SF	.		.	
1080	638.2102 Moving Signs Type II	5.000 EACH	.		.	
1090	638.2602 Removing Signs Type II	48.000 EACH	.		.	
1100	638.3000 Removing Small Sign Supports	37.000 EACH	.		.	
1110	638.4000 Moving Small Sign Supports	4.000 EACH	.		.	
1120	642.5201 Field Office Type C	1.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1130	643.0100 Traffic Control (project) 01. 1470-18-71	1.000 EACH	.		.	
1140	643.0410 Traffic Control Barricades Type II	7,280.000 DAY	.		.	
1150	643.0420 Traffic Control Barricades Type III	19,628.000 DAY	.		.	
1160	643.0705 Traffic Control Warning Lights Type A	37,554.000 DAY	.		.	
1170	643.0900 Traffic Control Signs	22,502.000 DAY	.		.	
1180	643.0920 Traffic Control Covering Signs Type II	2.000 EACH	.		.	
1190	643.1000 Traffic Control Signs Fixed Message	31.000 SF	.		.	
1200	643.1050 Traffic Control Signs PCMS	12.000 DAY	.		.	
1210	643.2000 Traffic Control Detour (project) 01. 1470-18-71	1.000 EACH	.		.	
1220	643.3000 Traffic Control Detour Signs	23,920.000 DAY	.		.	
1230	644.1601.S Temporary Curb Ramp	34.000 EACH	.		.	



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1240	644.1616.S Temporary Pedestrian Safety Fence	1,800.000 LF	.		.	
1250	646.0106 Pavement Marking Epoxy 4-Inch	17,795.000 LF	.		.	
1260	646.0126 Pavement Marking Epoxy 8-Inch	195.000 LF	.		.	
1270	646.0600 Removing Pavement Markings	125.000 LF	.		.	
1280	647.0166 Pavement Marking Arrows Epoxy Type 2	4.000 EACH	.		.	
1290	647.0206 Pavement Marking Arrows Bike Lane Epoxy	25.000 EACH	.		.	
1300	647.0306 Pavement Marking Symbols Bike Lane Epoxy	27.000 EACH	.		.	
1310	647.0356 Pavement Marking Words Epoxy	2.000 EACH	.		.	
1320	647.0406 Pavement Marking Words Bike Lane Epoxy	2.000 EACH	.		.	
1330	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	318.000 LF	.		.	
1340	647.0656 Pavement Marking Parking Stall Epoxy	55.000 LF	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1350	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	3,225.000 LF	.		.	
1360	650.4000 Construction Staking Storm Sewer	112.000 EACH	.		.	
1370	650.4500 Construction Staking Subgrade	4,640.000 LF	.		.	
1380	650.7000 Construction Staking Concrete Pavement	4,640.000 LF	.		.	
1390	650.8500 Construction Staking Electrical Installations (project) 01. 1470-18-71	LUMP	LUMP		.	
1400	650.8500 Construction Staking Electrical Installations (project) 02. 1470-18-72	LUMP	LUMP		.	
1410	650.9910 Construction Staking Supplemental Control (project) 01. 1470-18-71	LUMP	LUMP		.	
1420	650.9920 Construction Staking Slope Stakes	4,640.000 LF	.		.	
1430	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	8,028.000 LF	.		.	
1440	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	45.000 LF	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1450	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	1,425.000 LF	.		.	
1460	653.0140 Pull Boxes Steel 24x42-Inch	6.000 EACH	.		.	
1470	654.0101 Concrete Bases Type 1	2.000 EACH	.		.	
1480	654.0105 Concrete Bases Type 5	25.000 EACH	.		.	
1490	654.0224 Concrete Control Cabinet Bases Type L24	1.000 EACH	.		.	
1500	655.0610 Electrical Wire Lighting 12 AWG	6,012.000 LF	.		.	
1510	655.0620 Electrical Wire Lighting 8 AWG	4,800.000 LF	.		.	
1520	655.0630 Electrical Wire Lighting 4 AWG	2,775.000 LF	.		.	
1530	655.0635 Electrical Wire Lighting 2 AWG	7,935.000 LF	.		.	
1540	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. Station 65+00.0, 48.5' RT.	LUMP	LUMP		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:

PROJECT(S):

FEDERAL ID(S):

20161213019

1470-18-71

WISC 2016479

1470-18-72

N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1550	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	25.000 EACH	.		.	
1560	657.0322 Poles Type 5-Aluminum	25.000 EACH	.		.	
1570	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	25.000 EACH	.		.	
1580	659.1120 Luminaires Utility LED B	25.000 EACH	.		.	
1590	659.2124 Lighting Control Cabinets 120/240 24-Inch	1.000 EACH	.		.	
1600	690.0150 Sawing Asphalt	1,511.000 LF	.		.	
1610	690.0250 Sawing Concrete	1,710.000 LF	.		.	
1620	715.0415 Incentive Strength Concrete Pavement	6,747.000 DOL	1.00000		6747.00	
1630	999.1500.S Crack and Damage Survey	LUMP	LUMP		.	
1640	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000		12000.00	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1650	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	2,100.000 HRS	5.00000		10500.00	
1660	SPV.0035 Special 01. Backfill Sanitary and Water Utility	7,500.000 CY	.		.	
1670	SPV.0035 Special 02. Low Permeability Trench Plug	27.000 CY	.		.	
1680	SPV.0045 Special 01. Temporary Crosswalk Access	624.000 DAY	.		.	
1690	SPV.0060 Special 01. Tree Trimming	5.000 EACH	.		.	
1700	SPV.0060 Special 02. Reconnect Storm Sewer Laterals	4.000 EACH	.		.	
1710	SPV.0060 Special 03. Inlet Cover Type Driveway Special	5.000 EACH	.		.	
1720	SPV.0060 Special 04. Manholes 8x8-FT Special	2.000 EACH	.		.	
1730	SPV.0060 Special 05. Concrete Pipe Support	17.000 EACH	.		.	
1740	SPV.0060 Special 06. Lighting Assemblies Black Finish	25.000 EACH	.		.	
1750	SPV.0060 Special 07. Polymer Concrete Pull Box	9.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:

PROJECT(S):

FEDERAL ID(S):

20161213019

1470-18-71

WISC 2016479

1470-18-72

N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1760	SPV.0060 Special 08. Mini Storm Sewer Cleanouts	14.000 EACH	.		.	
1770	SPV.0060 Special 09. Remove Valve and Pit	33.000 EACH	.		.	
1780	SPV.0060 Special 10. Remove Sanitary Manhole	17.000 EACH	.		.	
1790	SPV.0060 Special 11. Remove Hydrant, Lead, and Valve	10.000 EACH	.		.	
1800	SPV.0060 Special 12. Curb Stop Valve and Box, 1-Inch	85.000 EACH	.		.	
1810	SPV.0060 Special 13. Curb Stop Valve and Box, 2-Inch	2.000 EACH	.		.	
1820	SPV.0060 Special 14. Valve and Box, 6-Inch	11.000 EACH	.		.	
1830	SPV.0060 Special 15. Valve and Box, 8-Inch	15.000 EACH	.		.	
1840	SPV.0060 Special 16. Valve and Box, 12-Inch	15.000 EACH	.		.	
1850	SPV.0060 Special 17. Hydrant	11.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:

PROJECT(S):

FEDERAL ID(S):

20161213019

1470-18-71

WISC 2016479

1470-18-72

N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1860	SPV.0060 Special 18. Tap and Corporation, 1-Inch	85.000 EACH	.		.	
1870	SPV.0060 Special 19. Tap and Corporation, 2-Inch	2.000 EACH	.		.	
1880	SPV.0060 Special 20. Sanitary Manhole Casting	19.000 EACH	.		.	
1890	SPV.0060 Special 21. Water Valve Manhole Casting	1.000 EACH	.		.	
1900	SPV.0060 Special 22. Adjusting Sanitary Manhole Casting	3.000 EACH	.		.	
1910	SPV.0060 Special 23. Water Valve Manhole 60-Inch	1.000 EACH	.		.	
1920	SPV.0060 Special 24. Construction Staking Sanitary Sewer	19.000 EACH	.		.	
1930	SPV.0075 Special 01. Street Sweeping	60.000 HRS	.		.	
1940	SPV.0085 Special 01. Water Main Fittings	6,264.000 LB	.		.	
1950	SPV.0090 Special 01. Concrete Curb & Gutter 30-Inch Type A Special	565.000 LF	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:

PROJECT(S):

FEDERAL ID(S):

20161213019

1470-18-71

WISC 2016479

1470-18-72

N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1960	SPV.0090 Special 02. Concrete Curb & Gutter Type Special Parking Lot	10.000 LF	.		.	
1970	SPV.0090 Special 03. Concrete Curb & Gutter HES 30-Inch Type A	175.000 LF	.		.	
1980	SPV.0090 Special 04. Mini Storm Sewer 6-Inch	1,080.000 LF	.		.	
1990	SPV.0090 Special 05. Mini Storm Sewer Lateral 4-Inch	56.000 LF	.		.	
2000	SPV.0090 Special 06. Storm Sewer Lateral 4-Inch	724.000 LF	.		.	
2010	SPV.0090 Special 07. Tubular Sediment Control (Silt Sock)	155.000 LF	.		.	
2020	SPV.0090 Special 08. Remove Existing Water Main	5,685.000 LF	.		.	
2030	SPV.0090 Special 09. Hydrant Lead, 6-Inch	70.000 LF	.		.	
2040	SPV.0090 Special 10. Water Main, 4-Inch	18.000 LF	.		.	
2050	SPV.0090 Special 11. Water Main, 6-Inch	126.000 LF	.		.	
2060	SPV.0090 Special 12. Water Main, 8-Inch	877.000 LF	.		.	



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:

PROJECT(S):

FEDERAL ID(S):

20161213019

1470-18-71

WISC 2016479

1470-18-72

N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2070	SPV.0090 Special 13. Water Main, 12-Inch	4,588.000 LF	.		.	
2080	SPV.0090 Special 14. Water Service, 1-Inch	3,099.000 LF	.		.	
2090	SPV.0090 Special 15. Water Service, 2-Inch	67.000 LF	.		.	
2100	SPV.0090 Special 16. Sanitary Lateral, 6-Inch	3,258.000 LF	.		.	
2110	SPV.0090 Special 17. Sanitary Sewer, 8-Inch	1,028.000 LF	.		.	
2120	SPV.0090 Special 18. Sanitary Sewer, 10-Inch	360.000 LF	.		.	
2130	SPV.0090 Special 19. Sanitary Sewer, 15-Inch	3,708.000 LF	.		.	
2140	SPV.0090 Special 20. Abandon Sanitary Sewer, 8-Inch, Slurry Fill	1,252.000 LF	.		.	
2150	SPV.0090 Special 21. Construction Staking Water Main	5,758.000 LF	.		.	
2160	SPV.0090 Special 22. Water Main, DI, 12-Inch	149.000 LF	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161213019PROJECT(S):  
1470-18-71  
1470-18-72FEDERAL ID(S):  
WISC 2016479  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2170	SPV.0105 Special 01. Concrete Pavement Joint Layout	LUMP	LUMP			.
2180	SPV.0105 Special 02. Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation	LUMP	LUMP			.
2190	SPV.0120 Special 01. Water of Seeded Area	205.000 MGAL	.		.	
2200	SPV.0165 Special 01. Concrete Sidewalk HES 6-Inch	535.000 SF	.		.	
2210	SPV.0165 Special 02. Insulation 2-Inch	2,440.000 SF	.		.	
2220	SPV.0180 Special 01. Shredded Hardwood Bark Mulch	12.000 SY	.		.	
2230	SPV.0180 Special 02. Concrete Joint Sealing	22,489.000 SY	.		.	
2240	SPV.0195 Special 01. Excavation, Segregation, Hauling & Disposal of Contaminated Soil & Groundwater	100.000 TON	.		.	
2250	SPV.0200 Special 01. Sanitary Manhole 48-Inch	191.410 VF	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**