## HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation 06/2017 s.66.0901(7) Wis. Stats

Proposal Number:

<u>COUNTY</u>	STATE PROJECT	<u>FEDERAL</u>	PROJECT DESCRIPTION	<u>HIGHWAY</u>
Walworth	3110-06-71	N/A	Milwaukee St, City Of Whitewater; Newcomb Street Intersection	STH 059
Walworth	3110-02-71	WISC 2018377	Elkhorn Road, City Of Whitewater; Newcomb Street To Ush 12	STH 059
Walworth	3110-06-70	WISC 2018378	Milwaukee St, City Of Whitewater; Newcomb Street Intersection	STH 059

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 Date: September 11, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code SAMPLE
Contract Completion Time July 21, 2020	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 10%	This contract is exempt from federal oversight.

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

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

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

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

For Department Use Only

Type of Work: Mill, Grade, Base, Sanitary, Water Main, Culvert Pipe, Storm Sewer, Concrete Pavement, Asphalt Pavement, Curb & Gutter, Sidewalk, Signing, Marking

Notice of Award Dated

Date Guaranty Returned

# PLEASE ATTACH PROPOSAL GUARANTY HERE

### Effective with November 2007 Letting

### PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

# Effective with August 2015 Letting BID PREPARATION

### Preparing the Proposal Schedule of Items

### A General

- (1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
  - 1. Electronic bid on the internet.
  - 2. Electronic bid on a printout with accompanying diskette or CD ROM.
  - 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at: <u>https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</u>

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 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express<sup>TM</sup> on-line bidding exchange at <u>http://www.bidx.com/</u>after 5:00 PM local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (\*.ebs or \*.00x) is used to submit the final bid.

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

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

(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: <u>https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</u>

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, 4<sup>th</sup> floor, 4822 Madison Yards Way, 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: https://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.

<sup>(2)</sup> Staple an 8 1/2 by 11 inch printout of the Expedite<sup>™</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>™</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 theybe 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

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 co	ondition 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)	(Name of Surety) (Affix Seal)
(Company Name)	(Signature of Attorney-in-Fact)
(Signature and Title)	
NOTARY FOR PRINCIPAL	NOTARY FOR SURETY
(Date)	(Date)
State of Wisconsin )	State of Wisconsin )
) ss. County )	) ss. County )
On the above date, this instrument was acknowledged before me by the named person(s).	On the above date, this instrument was acknowledged before me by the named person(s).
(Signature, Notary Public, State of Wisconsin)	(Signature, Notary Public, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)	(Print or Type Name, Notary Public, State of Wisconsin)
(Date Commission Expires)	(Date Commission Expires)
Notary Seal	Notary Seal

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

### **CERTIFICATE OF ANNUAL BID BOND**

DT1305 8/2003

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.

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

### **DECEMBER 2000**

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

### Instructions for Certification

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

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

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

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

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

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# STSP'S Revised November 30, 2017 SPECIAL PROVISIONS

### 1. General.

Perform the work under this construction contract for Project 3110-02-71, Elkhorn Road, City of Whitewater, Newcomb Street to USH 12, STH 59; Project 3110-06-70, Milwaukee St, City of Whitewater, Newcomb Street Intersection, STH 59; and Project 3110-06-71, Milwaukee Street, City of Whitewater, Newcomb Street Intersection, STH 59; all projects located in Walworth 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, 2018 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 (20171130)

### 2. Scope of Work.

The work under this contract shall consist of grading, base aggregate dense, pit run, concrete pavement, HMA Pavement, storm sewer, sanitary sewer, water main, signing, pavement marking, restoration, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

### 3. Prosecution and Progress.

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.

Close STH 59 and associated side roads to through traffic as shown in the Traffic Control Plan for Stage 1. Complete Stage 1 construction operations, except for concrete sidewalk, pavement marking, permanent signing, and sodding, prior to 12:01 AM July 10, 2019 and prior to closing STH 59 and associated side roads to through traffic as shown in the Traffic Control Plan for Stage 2.

If the contractor fails to complete the work necessary to open STH 59 and associated side roads as shown in the Traffic Control Plan for Stage 1 prior to 12:01 AM July 10, 2019, the department will assess the contractor \$4,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM July 10, 2019. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete Stage 1 concrete sidewalk, pavement marking, permanent signing, and sodding within 21 calendar days of beginning Stage 2.

If the contractor fails to complete Stage 1 concrete sidewalk, pavement marking, permanent signing, and sodding within 21 calendar days of beginning Stage 2, the department will assess the contractor \$500 in interim liquidated damages for each calendar day that this work remains incomplete beyond 21 calendar days of beginning Stage 2. An entire calendar day will be charged for any period of time within a calendar day that this work remains incomplete beyond 12:01 AM.

Complete Stage 1 and Stage 2 construction operations, except for Stage 2 sodding prior to 12:01 AM November 20, 2019. Do not reopen to all traffic until completely removing all traffic control devices and completing all contract work in Stage 1 and Stage 2, except for Stage 2 sodding. After completion of Stage 1 and Stage 2, except for Stage 2 sodding, suspend construction operations through April 1, 2020.

If the contractor fails to complete the work necessary to open STH 59 and associated side roads as shown in the Traffic Control Plan for Stage 2 prior to 12:01 AM November 20, 2019, the department will assess the contractor \$4,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM November 20, 2019. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Do not begin Stage 3 construction operations until after April 1, 2020 unless approved by the engineer. Provide a start date in writing at least 14 days before the planned start. Upon approval, the engineer will issue the written notice to proceed within 10 days of the approved start date. Close STH 59 and associated side roads to through traffic as shown in the Traffic Control Plan for Stage 3.

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

Perform storm sewer, sanitary sewer, and water main removals and installations prior to subgrade construction and placement of pit run and base aggregate.

Perform earthwork operations, placement of pit run and an initial lift of base course as a continuous operation to prevent the subgrade from obtaining moisture and becoming unstable. Within four days of removing the existing pavement structure and base course from any location along the roadway, construct that portion of the roadway by constructing the final subgrade by cutting and filling and placing pit run and the first lift of base course. If the weather forecast predicts rain within 48 hours, complete all earthwork and placement of pit run and first lift of base course on any areas where the existing pavement and base course have been removed.

If asphalt or concrete pavement is recycled for use as base course or breaker run, stockpile and process the material off site.

Remove asphaltic pavement and restore HMA pavement at locations of asphaltic base patching in a single day.

Complete Base Patching Asphaltic prior to performing Asphaltic Surface Milling.

Do not leave milled pavement surface exposed for more than 72 hours.

#### 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.

#### 4. Traffic.

Construct the project using the construction staging and traffic control shown in the plans, standard detail drawings, and as described in these special provisions.

Preform all traffic control switches and road closures during non-peak hours.

Peak hours are: 7:00 AM – 8:00 AM and 3:00 PM – 5:00 PM, Monday through Friday.

Provide a 24-hour-a-day availability of equipment and forces to expeditiously restore barricades, lights, signs, markers, or other traffic control devices that are damaged or disturbed. The cost to maintain, restore and replace the above items is incidental to the bid item Traffic Control and no additional payment will be made.

Employ flaggers, signs, barricades, and drums as may be necessary to safeguard and direct vehicular and pedestrian traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic and to protect and delineate hazards such as open excavations and abrupt drop-offs.

Coordinate traffic requirements under this project with other adjacent and concurrent department or local municipality projects. Contractor is responsible for implementing and coordinating with other contractors all traffic control shown on the plans. The engineer may require modifications to the traffic control plan to be safe and consistent with adjacent work by others.

Do not proceed with any operation until all traffic control devices for such work are in the proper location. Place traffic control devices as the plans and standard detail drawings show or as directed by the engineer. Maintain adequate turning provisions for vehicles, including busses and trucks at all intersections within the construction limits.

Comply with all local ordinances that apply to work operations, including those pertaining to working during nighttime hours. Provide any ordinance variance issued by the municipality or required permits to the engineer in writing 3 days before performing such work.

#### Access

Maintain emergency and local vehicular access through the construction period, including during underground operations, removals, grading, and paving operations. Provide access via existing pavement, temporary placement of base course, new base course, the new pavement, or a combination thereof at least 15-feet wide. Provide adequate turning provisions at driveways and intersections for emergency and local vehicular traffic. At no time is it acceptable to require emergency or local traffic to traverse pit run, base material containing loose reinforcement bar or wire, or crushed concrete or broken concrete.

Within the asphalt resurfacing section, at locations that traffic and access will be maintained, provided temporary means to prevent grade differences greater than 1-1/4 inch between milled surfaces and existing/newly paved surfaces (both longitudinal and transverse). Bridge vertical differences using temporary asphalt wedging (12:1 slope) or as otherwise approved by the engineer.

Keep all private entrances and field entrances accessible at all times, except for construction operations for concrete pavement, curb and gutter, and driveway approaches in front of private entrances and field entrances.

Inform property owners and occupants of the premises 48 hours prior to closing or removing from service private entrances or field entrances. Construct driveway approaches, including curb and gutter and concrete pavement, to commercial businesses in stages or provide temporary access such that access to commercial properties is provided at all times during the life of the project. Maintain at least one access to businesses at all times. Maintain access to the following driveways at all times even if the business has more than one access:

- Station 110+00 RT
- Station 111+30 RT

Maintain pedestrian access though the construction period as shown in the Traffic Control – Pedestrian Routing Plans.

Coordinate weekly garbage collection within the construction zone with John's Disposal, Inc., (888) 473-4701.

The department will notify Coach USA 10 days prior to closing or opening STH 59 to all traffic to allow for rerouting their bus routes along STH 59.

Tom Dieckelman, President, Wisconsin Coach Lines / Coach USA Milwaukee 1520 Arcadian Ave. Waukesha, WI 53186 (262) 542-8861 Ext. 140 Jim Rosenberger Jim.rosenberger@coachusa.com During Stage 1 and Stage 2, maintain access to handicap parking spot located on Taft Street at Station 9+00 RT. Locate traffic control devices and other related construction equipment to allow for ingress and egress from the handicap parking spot.

During Stage 3, coordinate access to parcel 25 and 26 with the property owner, Michael Mason. Maintain access, at least 18' wide, for two days in the spring and two days in the fall to allow triple-wheeled tractor access to farm field.

During Stage 3, maintain access to Pete's Tire driveway, located on Sunrise Lane, at all times during construction. The access must be capable of supporting semi-trucks with 52-foot trailers, about 4 trips per day.

#### **Traffic Control Signs Portable Changeable Message**

Place and operate Traffic Control Signs Portable Changeable Message near the beginning and end of each stage seven calendar days before starting roadway construction with the message "WIS 59, ROAD WORK" "BEGINS, XX-XX".

#### **Fixed Message Signs**

Place Fixed Message Signs as shown in the plans ten calendar days before starting each construction stage. Remove signs after each stage is completed.

#### Wisconsin Lane Closure System Advance Notification

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

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
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
Ramp closures	3 business days
Modifying all closure types	3 business days

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

### 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 59 or USH 12 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 24, 2019 to 6:00 AM Tuesday, May 28, 2019, for Memorial Day;
- From noon Wednesday July 3, 2019 to 6:00 AM Friday, July 5, 2019, for Independence Day;
- From noon Friday, August 30, 2019 to 6:00 AM Tuesday, September 3, 2019 for Labor Day;
- From noon Wednesday November 27, 2019 to 6:00 AM Monday, December 2, 2019, for Thanksgiving;
- From noon Friday, May 22, 2020 to 6:00 AM Tuesday, May 26, 2020, for Memorial Day;
- From noon Friday, July 3, 2020 to 6:00 AM Monday, July 6, 2020, for Independence Day;
- From noon Friday, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day.

### 6. Utilities.

This contract comes under the provision of Administrative Rule Trans 220.

stp-107-065 (20080501)

There are underground and overhead utility facilities located within the project limits. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground and overhead facilities.

Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours. Bidders are advised to contact each utility company listed in the plans prior to preparing their bids, to obtain current information on the status of any utility with the project work limits.

If utility relocations are required during construction operations, coordination with utilities will be required to minimize impacts during construction

### <u>3110-02-71</u>

Known utilities on project are as follows:

**ATC Management, Inc.** has existing 138 kV aerial transmission facilities within the project limits. They cross STH 59 at Station 161+58. No conflicts are anticipated.

Maintain a safe working clearance to the conductors always based on the latest OSHA requirements.

Field Contact: Chris Dailey, P.O. Box 47, Waukesha, WI 53187-0047; Work: (262) 506-6884; cdailey@atcllc.com

**AT&T Wisconsin** has existing underground and aerial facilities located on We-Energies poles throughout the construction project. Relocation and adjustments of aerial facilities will be constructed per We-Energies work requests. Additionally, some underground facilities will be relocated.

- Station 105+75, 30' LT AT&T has a traffic-rated handhole in the sidewalk. Once the new sidewalk is staked, AT&T will adjust for elevation and position.
- Station 109+00, 30' LT AT&T will adjust its manhole cover once sidewalk is staked.
- Station 112+25, 30' LT, AT&T will pothole for depths of conduit package where proposed 12" storm sewer crosses. Due to shallow depth of rock surface, AT&T anticipates splaying this duct 6-pack from a 3-Tall/2-wide set up to a 1-tall / 6-wide formation.
- Station 117+40, 30' LT AT&T to relocate pedestal 1 foot north to avoid new sidewalk.
- Station 119+43, 46' LT AT&T has buried cable and will pothole in spring 2018 for depth. Storm Sewer contractor will be able to place new storm sewer above/below this cable at their convenience.
- Station 125+78, 32' LT, AT&T has 2 riser cables on pole 79-06857. This aerial lead continues to Station 135+50, 35' LT. AT&T will work with We-Energies to transfer all aerial facilities to new We-Energies poles. AT&T will relocate pedestal at Station 135+40 in conjunction with the aerial move.
- Station 140-28, 34' LT, AT&T will relocate pedestal 2' north to avoid new sidewalk.
- Station 143+00, 21' LT, AT&T will relocate its pedestal and the two cables that stub up into it. AT&T will relocate the pedestal 5' due east to avoid conflict with the new sidewalk. Cable depth will be shallow to allow for the proposed storm sewer from 210 B to 210 A to be placed at proposed depth.
- Station 143+00 to Station 146+50, AT&T has a cable along the north side of the road, approximately 20' from C/L. AT&T will discontinue in-place existing cable. New cable will be placed at 33' LT of centerline at 24" depth. AT&T will put it under the sidewalk to give it some projection; the 24" depth is shallower than we normally place facilities, but due to the perpendicular storm sewer at 145+50, AT&T will go shallow to avoid conflict. New 8" pedestal will be placed at Station 146+90, 35' LT.

Relocations and adjustments will be completed prior to construction unless noted above.

Field Contact: Matt Kinas, 152 Dixon St, Madison, WI 53704; (608) 252-5102 work, (608) 216-5881 mobile; mk3281@att.com

**Charter Communications** has existing underground and aerial facilities on We-Energies poles throughout the construction project. Charter Communications will relocate their existing overhead plant throughout the entire project area to the new poles that will be set by We-Energies. The following underground facilities will be relocated:

- Station 105+10 Charter has a fiber optic service that riser down the pole and is buried underground going to the north. Charter will relocate this service so this it is not in conflict
- Station 105+60 Charter will remove facilities from this pole and the pole will be removed.
- Station 109+60 Charter has a fiber optic service that risers down the pole and is buried underground going to the north. Charter will relocate this service so that it is not in conflict.
- Station 119+00 Charter has facilities that are underground going from Station 119+00 to Station 125+75 where it riser back up We-Energies poles. Charter will relocate this section of underground to the edge of the road right-of-way, where it is not in conflict.

Relocations will be completed prior to construction after We-Energies new poles are set and they have relocated their facilities to the new poles.

Field Contact: David Moldenhauer, 1348 Plainfield Ave., Janesville, WI 53545; (608) 373-7538 work, (608) 206-0494 mobile; <u>david.moldenhauer@charter.com</u>

**City of Whitewater – Sewer** has existing facilities located throughout the construction project. Facilities along STH 59 from Station 102+75 to Station 119+60 will be reconstructed as part of the construction plan.

Field Contact: Tim Reel, 312 W. Whitewater Street, Whitewater, WI 53190; (262) 472-0560 work, (262) 443-7259 mobile; treel@whitewater-wi.gov

**City of Whitewater – Water** has existing facilities located throughout the construction project. Facilities along STH 59 from Station 102+75 to Station 119+60 will be reconstructed as part of the construction plan.

Field Contact: Rick Lien, 308 N. Freemont, Whitewater, WI 53190; (262) 473-0543 work; rlien@whitewater.wi.us

We Energies (Electric) has existing underground and aerial facilities located on poles throughout the construction project. Relocations will be completed prior to construction.

Any facilities not explicitly identified as being relocated have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the workzone. If plans change such that facilities become in conflict, it is expected that the contractor will work with We Energies to resolve said conflict.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies.

Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch: 1 (800) 662-4797

Field Contact: Steven King, S13 W33800 HWY 18, Delafield, WI 53018; (262) 968-5768 work; <u>steve.king@we-energies.com</u>

**We Energies (Gas)** has existing underground facilities located throughout the construction project. Relocations will be completed prior to construction.

Any facilities not explicitly identified as being relocated have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the workzone. If plans change such that facilities become in conflict, it is expected that the contractor will work with We Energies to resolve said conflict.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies.

Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

We Energies Gas Dispatch: 1 (800) 261-5325

Field Contact: Danielle Fink, 500 S. 116<sup>th</sup> St, West Allis, WI 53214; (414) 944-5627 work, (414) 651-3067 mobile.

**WisDOT Signals** has existing signals within the construction project. The existing loop detector near Station 169+00 will be abandoned and replaced with two loop detectors 200 and 300 feet north from the near right signal for southbound traffic. This work will be done as part of the construction plan.

Field Contact: WisDOT Electrical Field Unit, 935 S. 60<sup>th</sup> St, West Allis, WI 53214; (414) 266-1170 work, (414) 750-1443 mobile.

### <u>3110-06-70</u>

Known utilities on project are as follows:

**AT&T Wisconsin** has existing underground and aerial facilities located on We-Energies poles throughout the construction project. Relocation and adjustments of aerial facilities will be constructed per We-Energies work requests. Additionally, some underground facilities will be relocated.

- Station 95+95, 90' RT AT&T distribution cable runs east west where proposed storm sewer runs north – south. AT&T will pothole for depth.
- Station 96+25, 70' RT AT&T will move existing pedestal 4' east and 2' south to avoid new curb. AT&T will do this work when the street is open, prior to the curb being poured.
- Station 100+08, 60' LT and 100+68, 38' LT AT&T to pothole conduit depths. Both points are in line with proposed storm sewer crossing. AT&T's ability to adjust these elevations is limited due to the proximity of manhole 2012. AT&T will relay the elevations to WisDOT at which time a decision can be made about proposed storm sewer elevation and conflict resolution.
- Station 100+08, 38' LT AT&T to adjust manhole frame and cover during road work.
- Station 13+20, 26' LT Joint use pole in conflict with proposed sidewalk. AT&T has a fiber riser that heads north and a down guy/anchor to the south. Pole has CATV and power on it, too. AT&T will move to new joint pole with power and CATV, to include down guy/anchor relocation.
- Station 13+20, 18' RT AT&T to adjust manhole frame and cover during road work.
- Station 13+68, 24' RT AT&T distribution cable runs north-south, proposed storm sewer runs southeast to northwest. Storm sewer contractor to work around cable. There will be sufficient slack to allow contractor to place new storm sewer above or below cable.

Relocations and adjustments will be completed prior to construction unless noted above.

Field Contact: Matt Kinas, 152 Dixon St, Madison, WI 53704; (608) 252-5102 work, (608) 216-5881 mobile; mk3281@att.com

**Charter Communications** has existing underground and aerial facilities on We-Energies poles throughout the construction project. Charter Communications will relocate their existing overhead plant throughout the entire project area to the new poles that will be set by We-Energies. The following underground facilities will be relocated:

Station 12+00 to 13+20 – Charter proposed to relocate the underground facility back to the edge of the road right-of-way staying approximately six feet deep.

Relocations will be completed prior to construction after We-Energies new poles are set and they have relocated their facilities to the new poles.

Field Contact: David Moldenhauer, 1348 Plainfield Ave., Janesville, WI 53545; (608) 373-7538 work, (608) 206-0494 mobile; <u>david.moldenhauer@charter.com</u>

**City of Whitewater – Sewer** has existing facilities located throughout the construction project. Facilities along Newcomb Street and STH 59 from Station 95+50 to Station 102+75 will be reconstructed as part of the construction plan.

Field Contact: Tim Reel, 312 W. Whitewater Street, Whitewater, WI 53190; (262) 472-0560 work, (262) 443-7259 mobile; treel@whitewater-wi.gov

**City of Whitewater – Water** has existing facilities located throughout the construction project. Facilities along Newcomb Street and STH 59 from Station 95+50 to Station 102+75 will be reconstructed as part of the construction plan.

Field Contact: Rick Lien, 308 N. Freemont, Whitewater, WI 53190; (262) 473-0543 work; rlien@whitewater.wi.us

We Energies (Electric) has existing underground and aerial facilities located on poles throughout the construction project. Relocations will be completed prior to construction.

Any facilities not explicitly identified as being relocated have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the workzone. If plans change such that facilities become in conflict, it is expected that the contractor will work with We Energies to resolve said conflict.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies.

Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch: 1 (800) 662-4797

Field Contact: Steven King, S13 W33800 HWY 18, Delafield, WI 53018; (262) 968-5768 work; steve.king@we-energies.com

**We Energies (Gas)** has existing underground facilities located throughout the construction project. Relocations will be completed prior to construction.

Any facilities not explicitly identified as being relocated have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the workzone. If plans change such that facilities become in conflict, it is expected that the contractor will work with We Energies to resolve said conflict.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies.

Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

We Energies Gas Dispatch: 1 (800) 261-5325

Field Contact: Danielle Fink, 500 S. 116<sup>th</sup> St, West Allis, WI 53214; (414) 944-5627 work, (414) 651-3067 mobile.

### <u>3110-06-71</u>

No know utility facilities are on this project. See project 3110-02-71 and 3110-06-70 for utility information.

### 7. Referenced Construction Specifications.

Construct the sanitary and water main work conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin. 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.

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

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

stp-105-001 (20140630)

### 9. Railroad Insurance and Coordination - Wisconsin and Southern Railroad Company.

### A Description

Comply with standard spec 107.17 for all work affecting Wisconsin and Southern Railroad Company property and any existing tracks.

### A.1 Railroad Insurance Requirements

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

Notify evidence of the required coverage, and duration to Amanda Haggerty, Office Administrator; 1890 E Johnson Street, Madison, WI 53704; Telephone (608) 620-2048; E-mail: ahaggerty@watcocompanies.com.

Also send a copy to the following: Paul Derksen, SE Region Railroad Coordinator; 141 N. W. Barstow Street, Waukesha, WI 53188; Telephone (262) 548-8770; E-mail: <u>paul.derksen@dot.wi.gov</u>.

Include the following information on the insurance document:

- Project: 3110-06-70
- Project Location: Whitewater, WI
- Route Name: Newcomb Street (STH 59) Walworth Co.
- Crossing ID: 391 595K
- Railroad Subdivision: Waukesha
- Railroad Milepost: 48.85
- Work Performed: Excavation, base aggregate, HMA pavement, concrete pavement, concrete curb and gutter, concrete sidewalk, pavement marking, landscaping, and traffic signing.

#### A.2 Train Operation

Approximately 2 through freight trains operate daily at up to 25 mph.

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

#### **Construction Contact**

Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2044; E-mail <u>rschaalma@watcocompanies.com</u> for consultation on railroad requirements during construction.

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

#### **Flagging Contact**

See Construction Contact. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

#### **Cable Locate Contact**

In addition to contacting Diggers Hotline, contact Amanda Haggerty, Office Administrator; Telephone (608) 620-2048; E-mail <u>ahaggerty@watcocompanies.com</u> at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

WSOR will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

#### A.4 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. None

#### A.5 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

#### A.6 Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing, and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See <u>e-railsafe.com</u> "Information". The security awareness and contractor orientation training is shown under the railroad's name.

The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right of entry form.

The security awareness and contractor orientation certification is valid for 2 year(s) and must be renewed for projects that will carry over beyond the 2 year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

stp-107-026 (20170615)

### 10. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Gary Metzer at (262) 548-5685. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Gary Metzer at (262) 548-5685.

stp-107-054 (20080901)

### 12. Erosion Control.

### Supplement standard spec 107.20 with the following:

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. Include dust control and each dewatering or by-pass (mechanical pumping) operation in the ECIP submittal. The ECIP shall supplement information shown on the plans and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Craig Webster, (262) 574-2141, <u>craig.webster@wisconsin.gov</u>. Do not implement the ECIP without department approval and perform all work according to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as designated by the engineer, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

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

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

### Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, <a href="http://dnr.wi.gov/topic/stormwater/standards/const\_standards.html">http://dnr.wi.gov/topic/stormwater/standards/const\_standards.html</a>. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

#### **Maintaining Drainage**

Maintain drainage at and through worksite during construction according to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

#### SER-107.3 (20161220)

### Pavement Saw Cutting Slurry

When performing saw cutting operations, squeegee off concrete or asphalt slurry to the shoulder gravel or shovel behind the curb into the gravel base. Slurry of any kind shall not be allowed into storm sewers, ditches, waterways or wetlands.

#### **Street Cleaning**

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

### 13. 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 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

### 14. Health and Safety Requirements for Workers Remediating Petroleum Contamination.

#### Add the following to standard spec 107.1(2):

Soil contamination with gasoline, diesel fuel, fuel oil, or other petroleum related products may be encountered during excavation activities. Prepare a site specific Health and Safety Plan complying with the Occupational Safety and Health Administration (OSHA) standard for Hazardous Waste Operation and Emergency Response (HAZWOPER), 29 CFR 1910.120.

All site workers taking part in remediation activities or who will have the reasonable probability of exposure of safety or health hazards associated with the hazardous material shall have completed Health and Safety training that meets OSHA requirements. Before the start of remediation work, submit to the engineer a site specific Health and Safety Plan, and written verification that workers will have completed up-to-date OSHA training.

Develop, delineate, and enforce the health and safety exclusions zones for each contaminated site location pursuant to 29 CFR 1910.120.

stp-107-115 (20150630)

### 15. Coordination with Businesses and Residents.

The department will 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 before the start of work under this contract and hold two meetings per month thereafter. The department will arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least 2 weeks prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

### 16. Information to Bidders, Bedrock.

The presence of bedrock or weathered bedrock, cobbles or boulders will result in some excavation difficulties. Substantially increased excavation times and the use of special excavation equipment will likely be required in portions of this project.

The use of explosives to remove the bedrock, weathered bedrock, cobbles or boulders is prohibited.

### 17. Clearing and Grubbing, Emerald Ash Borer.

This applies to projects in the emerald ash borer (EAB) quarantined zones to include: Adams, Brown, Buffalo, Calumet, Columbia, Crawford, Dane, Dodge, Door, Douglas, Fond du Lac, Grant, Green, Iowa, Jackson, Jefferson, Juneau, Kenosha, Kewaunee, La Crosse, Lafayette, Manitowoc, Marquette, Milwaukee, Monroe, Oneida, Outagamie, Ozaukee, Portage, Racine, Richland, Rock, Sauk, Sheboygan, Trempealeau, Vernon, Walworth, Washington, Waukesha, Winnebago and Wood counties.

#### Supplement standard spec 201.3 with the following:

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

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

- a) Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.
- b) Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.
- c) Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.
- d) White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer* saccharum.

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

Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems. Also, Mountain ash (Sorbus americana and S. decora) is not a true ash and is not susceptible to EAB infestation.

The contractor shall be responsible for hiring a certified arborist to identify all ash trees that will be cleared and grubbed for the project. In addition, prior to scheduled clearing and grubbing activities, the arborist shall mark all ash trees with florescent lime flagging tied around the trunk perimeter. Follow and obey the following Wisconsin Department of Agriculture, Trade, and Consumer Protection order:

### DATCP 21.17 Emerald ash borer; import controls and quarantine.

(1) Importing or Moving Regulated Items from Infested Areas; Prohibition.

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

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

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

- (2) Regulated Items. The following are regulated items for purposes of subparagraph
  - a) The emerald ash borer, Agrilus planipennis Fairmaire in any living stage.
  - b) Ash trees.
  - c) Ash limbs, branches, and roots.
  - d) Ash logs, slabs or untreated lumber with bark attached.
  - e) Cut firewood of all non-coniferous species.
  - f) Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.
  - g) Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.
- (3) Inspected and Certified Items; Exemption.

Subsection (1) does not prohibit the shipment of a regulated item if a pest control official in the state or province of origin does all of the following:

- a) Inspects the regulated item.
- b) Certifies any of the following in a certificate that accompanies the shipment:
  - 1. The regulated item originates from non-infested premises and has not been exposed to emerald ash borer.
  - 2. The regulated item was found, at the time of inspection, to be free of emerald ash borer.
  - 3. The regulated item has been effectively treated to destroy emerald ash borer. The certificate shall specify the date and method of treatment.
  - 4. The regulated item is produced, processed, stored, handled or used under conditions, described in the certificate, that effectively preclude the transmission of emerald ash borer.

#### **Regulatory Considerations**

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

### **Chipped Ash Trees**

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

- b) May be buried on site within the right-of-way according to standard spec 201.3 (14).
- c) May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer according to standard spec 201.3 (15).
- d) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).
- e) Burning chips is optional if in compliance with standard spec 201.3.
- f) Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.
- g) Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

#### Ash logs, Branches, and Roots

- a) May be buried without chipping within the existing right-of-way or on adjacent properties according to standard spec 201.3 (14)(15).
- b) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).
- c) Burning is optional if in compliance with standard spec 201.3.
- d) Ash logs, branches, and roots must be disposed of immediately and may not stockpiled.
- e) All additional costs will be incidental to clearing and grubbing items.
- f) Do not bury or use mulch in an area that will be disturbed again during later phases of the project.
- g) Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at 1 (800) 303-WOOD.

#### **Furnishing and Planting Plant Materials**

#### Supplement standard spec 632.2.2 with the following:

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

#### Updates for Compliance

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

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

#### **Regulated Items**

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

SER-201.1 (20160808)

### 18. Clearing, Item 201.0120

Additional requirements for tree removals apply as follows:

• After removal of trees, save tree trunks for adjacent property owner of parcel 30 on STH 59 from Station 142+00, LT to Station 143+50, LT. Notify the property owner 48 hours prior to removal.

### 19. Pavement Breaking Equipment.

Do not use guillotine, drop hammer, falling weight, gravity impact breakers or equivalent equipment within 300 feet of any structure. A multi-head hydraulic hammer is allowed unless a structure is within 50 feet of the roadway.

SER-204.1 (20161123)

### 20. Removing Manhole Covers, Item 204.9060.S.01.

#### A Description

This special provision describes removing manhole covers conforming to standard spec 204.

- **B** (Vacant)
- C (Vacant)

#### **D** Measurement

The department will measure Removing Manhole Covers as each individual removing manhole covers, acceptably completed.

### E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Manhole Covers	EACH
stp-204-025 (20150630)		

### 21. Removing Commercial Signs, Item 204.9060.S.02.

#### A Description

This special provision describes removing commercial signs conforming to standard spec 204.

**B** (Vacant)

#### **C** Construction

Remove commercial signs according to the applicable portions of standard spec 204 and hereinafter provided.

Inform sign owner 48 hours prior to removing sign.

De-energize and remove wiring necessary to remove the signs. Remove wiring down to 2 feet below final grade and abandon the remaining portion in compliance with the State Electric Code.

#### **D** Measurement

The department will measure Removing Commercial Signs as each individual removing commercial sign, acceptably completed.

#### E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Commercial Signs	EACH

Payment is full compensation for removing signs, supports, de-energizing and removing all electrical. Except for removal of concrete bases will be paid under the Removing Concrete Bases item.

stp-204-025 (20150630)

### 22. Removing Light Pole, Item 204.9060.S.03.

### A Description

This special provision describes removing light pole conforming to standard spec 204.

### **B** (Vacant)

### **C** Construction

Remove light poles according to the applicable portions of standard spec 204 and as hereinafter provided.

De-energize and remove wiring necessary to remove the light poles. Remove wiring down to existing grade and abandon the remaining portion in compliance with the State Electric Code.

### **D** Measurement

The department will measure Removing Light Pole as each individual removing light pole, acceptably completed.

### **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.03	Removing Light Pole	EACH

Payment is full compensation for removing light pole, de-energizing and removing all electrical. Except for removal of concrete bases will be under the Removing Concrete Bases item.

stp-204-025 (20150630)

### 23. Removing Bollard, Item 204.9060.S.04.

### **A** Description

This special provision describes removing bollards conforming to standard spec 204.

- B (Vacant)
- C (Vacant)

### **D** Measurement

The department will measure Removing Bollard as each individual bollard, acceptably completed.

### E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.04	Removing Bollard	EACH
Payment is full compensation	ation for removing bollard and concrete base.	

stp-204-025 (20150630)

### 24. Removing Salvaging Sign STA 146+15, Item 204.9060.S.05.

#### **A** Description

This special provision describes salvaging the sign at STA 146+15 RT conforming to standard spec 204.

#### B (Vacant)

### C Construction

Salvage sign at STA 146+15 RT according to the applicable portions of standard spec 204 and hereinafter provided.

Inform sign owner 48 hours prior to salvaging sign.

De-energize and remove wiring necessary to salvage the sign. Remove wiring down to 2 feet below final grade and abandon the remaining portion in compliance with the State Electric Code.

### **D** Measurement

The department will measure Removing Salvaging Sign STA 146+15 as each individual salvaging sign, acceptably completed.

### **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.05	Removing Salvaging Sign STA 146+15	EACH

Payment is full compensation for salvaging sign, supports, de-energizing and removing all electrical. Except for removal of concrete bases will be paid under the Removing Concrete Bases item.

stp-204-025 (20150630)

### 25. Removing Modular Blocks, Item 204.9090.S.01.

### A Description

This special provision describes removing modular blocks conforming to standard spec 204.

- **B** (Vacant)
- C (Vacant)

### **D** Measurement

The department will measure Removing Modular Blocks by the linear foot, acceptably completed.

### E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Modular Blocks	LF

Payment is full compensation for removing modular blocks and leveling pad.

stp-204-025 (20150630)

### 26. Removing Timber Retaining Wall, Item 204.9105.S.01.

### A Description

This special provision describes removing timber retaining wall conforming to standard spec 204.

- **B** (Vacant)
- C (Vacant)

#### **D** Measurement

The department will measure Removing Timber Retaining Wall as a single complete lump sum unit of work, acceptably completed.

#### **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.01	Removing Timber Retaining Wall	LS
stp-204-025 (20150630)		

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

#### **A** Description

#### A.1 General

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

Advanced Disposal – Mallard Ridge Landfill W8470 State Road 11 Delavan, WI 53115 Phone (262) 253-8620

Waste Management Deer Track Park Landfill N6756 Waldmann Lane Watertown, Wisconsin 53094 Phone (920) 699-3475

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 contaminated soil.

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

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

- STH 59 Station 96+00 to 98+00, from reference line to project limits left from 6+ feet bgs. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 155 cubic yards (approximately 265 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 96+00 to 98+00 from reference line to project limits right from 1 to 6 feet bgs. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 655 cubic yards (approximately 1,115 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 98+00 to 100+00, from approximately 150 feet left to approximately 90 feet right of the reference line, from 1 to 4 feet below grade. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 855 cubic yards (approximately 1,455 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 100+00 to 101+95, from approximately 150 feet left to approximately 90 feet right of the reference line, from 1 to 6+ feet below grade. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 1,145 cubic yards (approximately 1,945 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 101+95 to 102+60, from project limits left to project limits right, from 1 to 6+ feet below grade. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 275 cubic yards (approximately 470 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 102+60 to 102+75, reference line to project limits left, from 1 to 6+ feet below grade. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 50 cubic yards (approximately 85 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 102+75 to 103+10, reference line to project limits left, from 1 to 6+ feet below grade. Soil
  excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be
  excavated at this location is 165 cubic yards (approximately 281 tons using a conversion factor of 1.7 tons
  per cubic yard).
- STH 59 Station 103+80 to 104+10, from 15 feet left of reference line to project limits left, from 1 to 6 feet below grade. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 25 cubic yards (approximately 43 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 105+40 to 105+65, from 15 feet right of reference line to project limits right, from 1 to 4 feet below grade. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 20 cubic yards (approximately 34 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 109+85 to 111+90, from 10 feet left of reference line to project limits right, from 1 to 7+ feet below grade. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 880 cubic yards (approximately 1,496 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 111+90 to 114+00, from project limits left to project limits right, from 1 to 6+ feet below grade. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 1,860 cubic yards (approximately 3,162 tons using a conversion factor of 1.7 tons per cubic yard).

- STH 59 Station 114+50 to 114+75, from 10 feet left of reference line to project limits left, from 1 to 2.5+ feet below grade. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 83 cubic yards (approximately 141 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 115+40 to 116+50, from 10 feet left of reference line to project limits left, from 1 to 4+ feet below grade. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 370 cubic yards (approximately 629 tons using a conversion factor of 1.7 tons per cubic yard).
- STH 59 Station 116+50 to 117+10, from the reference line to project limits right and 117+10 to 118+15, from project limits left to project limits right, from 1 to 6+ feet bgs. Soil excavated from this area will require landfill disposal. The estimated volume of contaminated soil to be excavated at this location is 1,250 cubic yards (approximately 2,120 tons using a conversion factor of 1.7 tons per cubic yard).

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

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

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

For further information regarding previous investigation and remediation activities at these sites contact:

Name:	Andrew Malsom
Address:	141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798
Phone:	(262) 548-6705
Fax:	(262) 548-6891
E-mail:	andrew.malsom@dot.wi.gov

#### A.3 Notice to the Contractor – Contaminated Soil Beyond the Construction Limits

A review of available information for the construction corridor indicates that contaminated soil is or may be present beyond the construction limits at various locations along corridor.

Contaminated soil is expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at this location to ensure that they do not extend beyond the excavation limits indicated in the plans.

#### A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant:	TRC Environmental Corporation
Address:	150 N. Patrick Blvd. Ste. 180, Brookfield, WI 53045
Contact:	Bryan Bergmann
Phone:	(262) 901-2126 office, (262) 227-9210 cell
Fax:	(262) 879-1220
E-mail:	bbergmann@trcsolutions.com

The role of the environmental consultant will be limited to:

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

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

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

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

# A.5 Health and Safety Requirements

#### Add the following to standard spec 107.1:

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

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

## **B** (Vacant)

## **C** Construction

Add the following to standard spec 205.3:

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

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

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

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain contaminants and require special handling and disposal. Such water may, with approval of the City of Whitewater, be discharged to the sanitary sewer as follows:

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

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

Costs associated with excavation and dewatering in the contaminated area are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from the construction project.

Limit excavation in the locations described above in A.2 to minimize the handling of groundwater. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge or dispose of contaminated water. Provide copies of such Permit to the engineer. Ensure continuous dewatering and

excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. 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, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil, accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

# E Payment

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

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

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

# 28. Preparing the Foundation

Supplement standard spec 211.3.2(2) with the following:

Scarify the subgrade to a depth of 12-inches as described in the soils report.

# 29. 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.
- <sup>(2)</sup> 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 and paid for under the Aggregate Detours, 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.
- <sup>(5)</sup> 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.

#### https://wisconsindot.gov/rdwy/cmm/cm-08-00toc.pdf

# A.2 Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a contract 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:

# A.2.1 Quality Control Plan

- (1) Submit an abbreviated quality control plan consisting of the following:
  - 1. Organizational chart including names, telephone numbers, current certifications with HTCP numbers, and expiration dates, and roles and responsibilities of all persons involved in the quality control program for material under affected bid items.

#### A.2.2 Contractor Testing

1. Testing frequency:

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test before placement, and two production or one loadout test. [1] [2]
> 6000 tons and ≤ 9000 tons	One stockpile and Three placement tests <sup>[3] [4] [5]</sup>

<sup>[1]</sup> Submit production test results to the engineer for review before incorporating the material into the work. Production test results are valid for a period of 3 years.

- <sup>[2]</sup> If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
- <sup>[3]</sup> If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
- <sup>[4]</sup> For 3-inch material or lift thickness of 3 inch or less, obtain samples at load-out.
- <sup>[5]</sup> Divide the aggregate into uniformly sized sublots for testing.
- 2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.
- 3. Until a four point running average is established, individual placement tests will be used for acceptance. 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. Material represented by a sublot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

# A.2.3 Department Testing

(1) The department will perform testing as specified in B.8 except as follows:

- Department testing may be waived for contract bid item quantities of 500 tons or less.

#### **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:

SAMPLING AND TESTING ROLES	TEST STANDARD	REQUIRED CERTIFICATION
Random Sampling of Materials Sampling Aggregates	ASTM D3665 AASHTO T2 <sup>[1]</sup>	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)
Percent passing the 200 Sieve Gradation Moisture Content Fractured Faces	AASHTO T11 AASHTO T27 AASHTO T255 ASTM D5821	Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)
Liquid and Plasticity Index	AASHTO T89 AASHTO T90	Aggregate Testing for Transportation Systems (ATTS) Grading Technician I (GRADINGTEC-1) Grading Assistant Certified Technician (ACT-Grading)
Plasticity Check	AASHTO T90	Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) Grading Technician I (GRADINGTEC-1) Grading Assistant Certified Technician (ACT-Grading)

- <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

https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/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 one business day after obtaining a sample. 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 one business day after obtaining a sample. 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.
- <sup>(3)</sup> Except as specified under B.8.2.1 for nonconforming QV placement tests, include only QC placement 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) Perform one stockpile test from each source before placement. One stockpile test may be used for multiple projects up to 60 calendar days.
- <sup>(3)</sup> Test gradation once per 3000 tons of material placed or fraction thereof. 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 watering and compacting; except collect 3-inch samples or lift thickness of 3 inch or less 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.
- (4) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for seven calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (5) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- <sup>(6)</sup> 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.
- (7) 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.
- <sup>(3)</sup> If corrective action improves the property in question such that the running average after four 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 four 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. Perform one stockpile test from each source before 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 watering and compacting; except, for 3-inch aggregates or for a lift thickness of 3 inch or less, the department will collect samples 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.
- <sup>(5)</sup> 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.3 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

- <sup>(1)</sup> 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 according to CMM 8-10.5.2 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.

stp-301-010 (20171130)

# 30. Coloring Concrete Custom, Item 405.0200.

This special provision describes coloring concrete Brick Red for incorporation full-depth in work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

Replace standard spec 405.2.1.1(1) with the following:

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
  - For color similar to Brickform "Brick Red" or approved equal: use synthetic iron oxides at a loading of six
    percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably
    close conformance with Brickform "Brick Red" or approved equal color, which is similar to Federal Standard
    595 FS 20061.

Replace standard spec 405.2.1.1(3) with the following:

<sup>(3)</sup> The department will accept the color based on comparison to color samples available for viewing along Milwaukee Street between Main Street and Dann Street in the City of Whitewater, WI.

stp-405-020 (20160607)

# 31. Stamping Colored Concrete, Item 405.1000.

This special provision describes stamping and coloring concrete Brick Red for work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

Replace standard spec 405.2.1.1(1) with the following:

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
  - For color similar to Brickform "Brick Red" or approved equal: use synthetic iron oxides at a loading of 6 percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably close conformance with Brickform "Brick Red" or approved equal color, which is similar to Federal Standard 595 - FS 20061.

Replace standard spec 405.2.1.1(3) with the following:

(3) The department will accept the color based on comparison to color samples available for viewing along Milwaukee Street between Main Street and Dann Street in the City of Whitewater, WI.

Replace the entire contents of standard spec 405.2.2 with the following:

- (1) Furnish color similar to Brickform "Brick Red" or approved equal, full-depth colored concrete conforming to standard spec 405.2.1
- <sup>(2)</sup> Use a running bond brick pattern as shown in the plans and matching the pattern used along Milwaukee Street between Main Street and Dann Street in the city of Whitewater, WI and complete the work according to the manufacture's recommendations.

Replace the entire contents of standard spec 405.3.2 with the following:

- (1) Color concrete full-depth conforming to standard spec 405.3.1
- (2) While initially finished concrete is in plastic state, accurately align and place imprinting stamps. Once the concrete has set to the point it can be stamped begin stamping. Uniformly pound or press imprint tools into concrete to produce required pattern and depth of imprint on concrete surface. Remove platform tools immediately. Hand texture and stamp edges and surfaces unable to be imprinted by stamp mats. Touch up imperfections such as broken corners, double imprints and surface cracks.

Stamp concrete consistently so that stamped concrete does not have a vertical elevation difference of ½ inch or depressions in concrete capable of causing ponding water or ice.

For concrete hand stamp edges and surfaces that are unable to be imprinted by platform tools, use texture mats and single blade hand stamps to match platform tool stamping pattern. Finish imprinting to match sample panels.

<sup>(3)</sup> After concrete has been stamped and the sheen has left the surface of the colored concrete, seal colored concrete. Apply per manufacturer's recommendations. Apply two coats of seal. Apply second coat after first coat has dried. Do not seal over blemishes or imperfections caused by rainfall or protection materials.

Protect colored concrete from premature drying and excessive cold or hot temperatures. Apply evaporation retarders to concrete surfaces during initial finishing only if hot, dry, or windy conditions cause a moisture loss approaching 0.20 lb/sf/hr before and during initial finishing. Apply according to manufacturer's written instructions.

stp-405-100 (20160607)

# 32. Concrete Pavement Joint Layout 3110-02-71, Item 415.5110.S.01; 3110-06-70, Item 415.5110.S.02.

## **A** Description

This special provision describes providing a concrete pavement or concrete base joint layout design for intersections and marking the location of 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 at least 7 calendar days before paving each intersection. Do not lay out joints until the engineer has reviewed the joint layout design. Mark the location of concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

#### **D** Measurement

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

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
415.5110.S.01	Concrete Pavement Joint Layout 3110-02-71	LS
415.5110.S.02	Concrete Pavement Joint Layout 3110-06-70	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.

stp-415-020 (20170615)

# 33. Riprap Medium, Item 606.0200.

Delete standard spec 606.2.1(3).

# 34. Pipe Grates, Item 611.9800.S.

# A Description

This special provision describes providing pipe grates on the ends of pipes.

#### **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.

stp-611-010 (20030820)

# 35. Pipe Underdrain 6-Inch, Item 612.0106; Unperforated 6-Inch, Item 612.0206; Unperforated 8-Inch, Item 612.0208; Unperforated 10-Inch, Item 612.0210; Unperforated 12-Inch, Item 612.0212.

Add the following to standard spec 612.5(2):

Payment for the Pipe Underdrain bid items includes connecting into existing inlets, catch basins, manholes and new concrete storm sewer pipe.

# 36. Temporary Pedestrian Surface Asphalt, Item 644.1410.S; Temporary Pedestrian Surface Plywood, Item 644.1420.S; Temporary Pedestrian Surface Plate, Item 644.1430.S.

# A Description

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

# **B** Materials

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

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

# **C** Construction

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

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than 1/4 inch and horizontal joints no wider than 1/2 inch. Sheet materials up to 1 inch thick may be lapped if the edge is

beveled at 45 degrees or flatter. Asphalt may also be used to ramp up to materials up to 1 inch thick. Construct conforming to the following:

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

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

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

#### **D** Measurement

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

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1410.S	Temporary Pedestrian Surface Asphalt	SF
644.1420.S	Temporary Pedestrian Surface Plywood	SF
644.1430.S	Temporary Pedestrian Surface Plate	SF

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

## 37. 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. stp-644-020 (20150630)

# 38. 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
<b>Resin/Construction:</b>	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.

stp-644-025 (20150630)

# 39. Pavement Marking Limits

Place pavement markings within the following limits:

- Stage 1: Newcomb Street and STH 59 Station 64+50 to Station 103+00
- Stage 2: Taft Street, Willard Street, Rice Street, and STH 59 Station 103+00 to Station 121+40
- Stage 3: Sunrise Lane, Old County P, Cox Road, and STH 59 Station 121+40 to Station 172+00

# 40. Cold Weather Marking Epoxy 4-Inch, Item 646.6464.S; Cold Weather Marking Epoxy 8-Inch, Item 646.6468.S.

This special provision adds a bid item for the cold weather pavement marking work specified in standard spec 646.3.1.3.

#### Measurement

Replace standard spec 646.4(5) with the following:

- (5) The department will measure the Cold Weather Marking Epoxy bid items by the LF of marking acceptably replaced, measured after replacement. The department will not measure replaced marking as follows:
  - If the contractor fails to maintain the initial marking as required in standard spec 646.3.1.3(2).
  - If initial marking is placed on days when the department is assessing liquidated damages.

# Payment

Add the following bid items to standard spec 646.5(1):

ITEM NUMBER	DESCRIPTION	UNIT
646.6464.S	Cold Weather Marking Epoxy 4-Inch	LF
646.6468.S	Cold Weather Marking Epoxy 8-Inch	LF

Replace standard spec 646.5(4) with the following:

(4) Payment for the Cold Weather Marking Epoxy bid items is full compensation for providing replacement marking including maintenance of the initial marking, removal of the initial marking, and placing the final marking. The department will pay separately for the initial marking under the associated standard spec Marking bid items at the time of initial placement.

stp-646-010 (20170615)

# 41. General Requirements for Electrical Work.

Replace standard spec 651.3.3(3) with the following:

(3) Request a signal inspection of the signal installation to the engineer after completing the Prerequisites for Underground Inspection or Prerequisites for Above Ground Inspection at least five working days prior to the time of the requested inspection. Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The department's Region Electrical personnel will perform the inspection. In the event of deficiencies, request a re-inspection when the work is corrected. The engineer will not authorize continuation to aboveground work or turn-on until the contractor corrects all deficiencies.

# 42. Optimized Aggregate Gradation Incentive, Item 715.0710.

# Description

This special provision describes optional contractor optimized aggregate gradation, optional optimized mixture designs, and associated additional requirements for class 1 concrete used in concrete pavements. Conform to standard specification part 7 and as follows:

#### **Optimized Aggregate Gradation**

A Job Mix Formula (JMF) contains all of the following:

Proportions for each aggregate fraction conforming to table 1.

Individual gradations for each aggregate fraction.

Composite gradation of the combined aggregates including working ranges on each sieve in accordance with table 2.

Submit the target JMF and aggregate production gradation test results to the engineer for review 10 business days before initial concrete placement.

SIEVE SIZES	PERCENT RETAINED
2 in.	0
1 1/2 in.	≤5
1 in.	<u>&lt;</u> 16
3/4 in.	<u>≤</u> 20
1/2 in.	4-20
3/8 in.	4-20
No. 4	4-20
No. 8 <sup>[1]</sup>	<u>≤</u> 12
No. 16 <sup>[1]</sup>	<u>≤</u> 12
No. 30 <sup>[1][2]</sup>	4-20
No. 50 <sup>[2]</sup>	4-20
No. 100 <sup>[2]</sup>	≤10
No. 200 <sup>[2]</sup>	≤2.3

#### **TABLE 1 TARANTULA CURVE GRADATION BAND**

Minimum of 15% retained on the sum of the #8, #16, and #30 sieves.

[2] Conform to 24-34% retained of fine sand on the #30-200 sieves.

SIEVE SIZES	WORKING RANGE <sup>[1]</sup> (PERCENT)
2 in.	+/- 5
1 1/2 in.	+/- 5
1 in.	+/- 5
3/4 in.	+/- 5
1/2 in.	+/- 5
3/8 in.	+/- 5
No. 4	+/- 5
No. 8	+/- 4
No. 16	+/- 4
No. 30	+/- 4
No. 50	+/- 3
No. 100	+/- 2
No. 200	<= 1.6
<sup>[1]</sup> Working range limits of compos	site gradation based on moving average of

#### TABLE 2 JMF WORKING RANGE

Working range limits of composite gradation based on moving average of 4 tests.

Test each component aggregate once per 1,500 cubic yards during concrete production. Take samples by one of the following sampling methods:

1. At the belt leading to the weigh hopper.

[1]

2. Working face of the stock piles at the concrete plant if approved by the engineer.

The department will take independent QV samples using the same sampling method the contractor uses for QC sampling. QV samples may be taken by the contractor's QC personnel if witnessed by the department's QV personnel. The department will split each QV sample and retain half for all dispute resolutions. 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.

If, during concrete production, the moving average of four for any sieve fall outside the allowable JMF working range do the following:

- 1. Notify the engineer of the test results within 1 business day from the time of sampling.
- 2. Make immediate adjustments to the JMF, within the limits specified in Table 3;
- 3. Review JMF adjustments with the engineer. Both the contractor and engineer will sign the adjusted JMF if the adjustments comply with Table 3.
- 4. If the moving average of four falls outside the adjusted allowable working range, stop production and provide a new mix design including JMF to the engineer.

SIEVE SIZES	ALLOWABLE ADJUSTMENT (PERCENT)	
>= No. 4	+/- 5	
No. 8 – No. 30	+/- 4	
No. 50	+/- 3	
No. 100	+/- 2	

TABLE 3	ALLOWABLE	JMF ADJUSTMENTS
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#### **Dispute Resolution**

The department will resolve disputes as specified in standard spec 106.3.4.3.5 using QV split samples.

#### Sublot and Lot Size

A sublot consists of up to 1,500 cubic yards. A lot consists of two sublots.

#### **Optimized Concrete Mixtures**

The contractor may use a reduced cementitious content for concrete pavement placed if the contractor does the following:

- 1. Use an optimized aggregate gradation as defined in this special provision.
- 2. Conform to the additional testing requirements for flexural strength as specified in the contract special provisions.
- 3. Submit aggregate gradation result records no more than 2 years old when developing the mix design.
- 4. Determine the volume of voids in the optimized aggregates using ASTM C29.
- 5. Download and follow the instructions tab of the Optimized Gradation and Mix Design Spreadsheet located at:

http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/qmp/default.aspx

6. Design an appropriate paste content based upon the Performance-based PCC Mix Design Guide located at:

http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/gmp/default.aspx

- 7. Provide a minimum Vpaste/Vvoids of 1.25. (Paste/Void ratio equals the volume of paste divided by the volume of voids.).
- 8. Evaluate workability of trial batches by following section 6.8 of AASHTO Draft Performance Engineered Concrete Pavement Mixtures Specifications located at:

http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/qmp/default.aspx

- 9. Submit trial batch workability results when submitting the mix design.
- 10. Submit the CP Tech center computer spreadsheet concrete mix design to the engineer for review at least 3 business days before producing concrete.
- 11. Provide a minimum cement content of 520 pounds per cubic yard, except if using type I, IL, or III cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.
- 12. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for cement. For binary mixes use up to 30% fly ash or slag. For ternary mixes use up to 30% fly ash plus slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
- 13. See CMM 8-70.2.2.3 for additional guidance.

#### Measurement

The department will measure Optimized Aggregate Gradation Incentive by the dollar, for each combined averaged lot of QC test results meeting Table 1.

# Payment

The department will pay incentive of 3 percent of the contract unit price for concrete pavement under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
715.0710	Optimized Aggregate Gradation Incentive	DOL
stp-715-005 (20170615)		

# 43. Flexural Strength for Concrete Mix Design.

This special provision describes optional testing requirements for flexural strength during the mix design process. Conform to standard spec part 7 as modified in this special provision.

Add the following to standard spec table 701-2:

TEST	TEST STANDARD
Flexural Strength of Concrete	AASHTO T97

Replace 715.2.3.1(1) with the following:

- (1) Provide both compressive and flexural strength information to demonstrate the strength of the proposed mix design. Use either laboratory strength data for new mixes or field strength data for established mixes as follows:
  - 1. Use at least 5 pairs of cylinders for compressive strength. Demonstrate that the 28-day compressive strength will equal or exceed the 85 percent within limits criterion specified in 715.5.2.
  - 2. Use at least 5 pairs of beams for flexural strength. Demonstrate that the 28-day flexural strength will equal or exceed 650 psi.

stp-715-010 (20170615)

## 44. Crack and Damage Survey, Item 999.1500.S.

#### A Description

This special provision describes conducting a crack and damage survey of the residences and business located at Station 94+00 to Station 121+00 STH 59, Station 140+00 to Station 147+00 STH 59, and Station 8+00 to Station 13+00 Newcomb Street.

This Crack and Damage Survey shall consist of two parts. The first part, performed before construction activities, shall include a visual inspection, digital images, 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, digital images, and written report describing any change in the building's condition.

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

#### **C** Construction

Before any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Electronically submit a written report with the inspector's name, date of inspection, descriptions and locations of defects, and digital images. The intent of the written report and digital images is to procure a record of the general physical condition of the building's interior and exterior walls and foundation.

Use a digital camera capable of producing sharp, grain free, high-contrast colored digital images with good shadow details. Label each digital image with the following information:

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

Before the start of any construction activities related to this survey, submit a copy of the written report and digital images to the engineer electronically.

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

Instead of digital images, a digital video camera capable of producing sharp, high contrast, colored digital video with good shadow detail may be used to perform this work.

#### **D** Measurement

The department will measure Crack and Damage Survey as single complete lump sum unit of work, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
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.

stp-999-010 (20170615)

# 45. Bollard, Item SPV.0060.01.

## **A** Description

This special provision describes providing and installing bollards as shown on the plans and as hereinafter provided.

#### **B** Materials

Furnish materials conforming to the following:

- · Round steel pipe of the size shown in the plans, conforming to standard spec 506.2.3.6.
- · Concrete Masonry Grade A, conforming to standard spec 501.
- · Epoxy paint system conforming to standard spec 517.

Provide QMP for class III ancillary concrete as specified in standard spec 716.

#### C Construction

Embed steel pipe in augured hole backfilled with concrete as shown in the plans. Set pipe plumb vertical. Brace pipe if necessary during and after concrete placement, to maintain plumb vertical orientation until concrete attains sufficient strength. Fill pipe with concrete and finish concrete with a smooth rounded top at the top of the pipe as shown in the plans.

Paint with finished top coat color as shown in the plans. Paint may be applied in the field.

#### **D** Measurement

The department will measure Bollard by each individual installed unit, acceptably completed.

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Bollard	EACH

Payment is full compensation for furnishing, installing and painting the bollard.

# 46. Vacuum Excavation, Item SPV.0060.02.

#### **A** Description

This special provision describes providing vacuum excavation of holes to determine location of underground facilities prior to installation of sign, pole bases, or storm sewer pipes / structures at engineer approved or engineer directed locations.

# **B** (Vacant)

# **C** Construction

Use vacuum excavation or other approved method, at engineer approved or engineer directed locations, that will not harm the underground facilities being located to identify if conflicts exist prior to sign, pole, or storm sewer installations.

#### **D** Measurement

The department will measure Vacuum Excavation as each individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Vacuum Excavation	EACH

Payment is full compensation for vacuum excavation at engineer approved or engineer directed locations; properly disposing of surplus material from the excavation; backfilling the void with granular backfill; compacting the backfill material; and for restoring the site.

# 47. Connect to Existing Water Main, Item SPV.0060.03.

#### **A** Description

This work consists of connecting new water main to existing water main as shown in plans and per the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

#### **B** Materials

Provide all fittings and connections according to Water Main, Ductile Iron (DI), 8-Inch, Item SPV.0090.14; 12-Inch, Item SPV.0090.15.

#### **C** Construction

Connect the new water main to the existing water main. Depth and location of existing water main shown on the plans are to be field verified at the connection location shown on the plans.

Written notification of planned connections to existing water mains shall be given to the City of Whitewater a minimum of three days in advance of the work. Connection to existing utility facilities shall be completed between 8:00 AM and 3:00 PM Monday through Friday.

#### C1 Testing

It is the responsibility of the contractor to provide the required hydrostatic tests on all new water mains installed. Where connections to existing water mains occur this may necessitate, but is not limited to, the installation of temporary valves to isolate the new system from the existing system or temporary caps. All materials, labor, and equipment necessary to provide hydrostatic testing on all new water mains shall be included in the unit price bid for this item.

Hydrostatic testing of water utility facilities shall be completed between 8:00 AM and 3:00 PM, Monday through Friday.

#### **D** Measurement

The department will measure Connect to Existing Water Main as each individual connect to existing water main, acceptably completed.

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Connect to Existing Water Main	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation, fittings, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 48. Connect to Existing Water Service, Item SPV.0060.04.

# A Description

This work consists of connecting new water services to existing water services as shown on the plans according to the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

## **B** Materials

Provide all materials as specified in Water Service Copper, 1-Inch, SPV.0090.11, 1 1/2-Inch, SPV.0090.12 and 2-Inch, SPV.0090.13.

# C Construction

Connect the new water service to the existing water service as close to the right-of-way line as possible. Fittings and couplers utilized to make the connection shall be minimized as much as feasible. All fittings and couplers used in connections shall be certified lead free.

## C.1 Existing Lead Service

If an existing water service is found to be lead notify the engineer immediately. Lead services shall be cut and disturbed as little as possible. Replacement of existing lead services to the right-of-way line shall be completed the same day the work begins and shall not be reconnected to the water main or temporarily connected to the new water service at a location other than the final connection location.

Lead services may be known to exist at certain addresses within the project limits by the time construction begins. The property owners of these addresses with lead services may elect to replace their portion, outside the right-of-way, just prior to or concurrent with the project's portion of the lateral being replaced. In these circumstances, the contractor shall anticipate coordination between the property owner's contractor and the contractor's crews related to connecting each end of the service from the building and service from the water main.

#### **D** Measurement

The department will measure Connect to Existing Water Service as each individual connect to existing water service, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Connect to Existing Water Service	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation, fittings, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 49. Water Service Corporation, Curb Stop, and Box, 1-Inch, Item SPV.0060.05; 1 1/2-Inch, Item SPV.006.06; 2-Inch, Item SPV.0060.07.

#### **A** Description

This work consists of furnishing and installing new corporations, curb stops and boxes as shown on the plans according to the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

#### **B** Materials

#### **B.1 Corporation Stops, Curb Stops and Tapping Saddles**

Corporation stops from 1/2 inch to 1 1/2 inches and curb stops from 1/2 inch to 2 inches shall be copper alloy and shall be manufactured according to AWWA C800-14 and ASTM B62. The maximum lead content shall be 0.25%.

Corporation stops shall be Mueller H-15000, copper flare-type or Mueller H-15008, compression-type for 1-Inch services.

For ductile iron main with 1 1/2-inch and 2-inch taps, tapping saddles shall be provided for all corporation stops. Tapping saddles shall be Mueller, Ford, or equal, brass or bronze, minimum 150 psi working pressure with stainless steel bands, nuts and bolts.

Curb stops shall be Mueller 300 ball valves B-25209, compression-type. Curb stops and fittings shall have a positive metal to metal connection.

#### **B.2 Curb Boxes**

Curb stop boxes shall be Mueller, Ford, or equal Buffalo-type with extension rod. The castings shall be free from blowholes, porosity, hard spots, shrinkage defects or cracks, or other injurious defects and shall have a normal smooth casting finish. The pentagon head bolt shall be brass.

The castings shall be thoroughly coated with a 1 mil thickness bituminous coating.

A 2 1/2-inch-diameter box shall be provided for 1-inch service stops.

A 3-inch-diameter box shall be provided for 1 1/2-inch and 2-inch service stops.

All curb boxes shall have a minimum length of 7 feet when extended without the use of extension section. Extensions shall be provided for deeper mains.

#### **C** Construction

Corporations, curb stops and boxes shall be constructed according to Water Service Copper; 1-Inch, SPV.0090.11, 1 1/2-Inch; SPV.0090.12; and 2-Inch, SPV.0090.13. Curb stops and other water service fittings shall have a positive metal to metal connection.

#### **D** Measurement

The department will measure Water Service Corporation, Curb Stop, and Box, (size) as each individual water service corporation, curb stop, and box, (size) acceptably completed.

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Water Service Corporation, Curb Stop, and Box, 1-Inch	EACH
SPV.0060.06	Water Service Corporation, Curb Stop, and Box, 1 1/2-Inch	EACH
SPV.0060.07	Water Service Corporation, Curb Stop, and Box, 2-Inch	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation, fittings, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 50. Fire Hydrant with Auxiliary Valve and 6-Inch Lead, Item SPV.0060.08.

#### **A** Description

This work consists of furnishing and installing fire hydrants, 6-Inch lead piping and auxiliary valve according to the plans and the Standard Specifications for Sewer and Water construction in Wisconsin and as hereinafter provided.

This work will also include furnishing and installing fire hydrant weep hole plugs as specified below or as directed by the engineer.

#### **B** Materials

Fire hydrants shall conform to AWWA C502 for Dry-Barrel Fire Hydrants. Hydrants shall be red Mueller Centurion Model A-423 or equal with traffic flange. Provide required bury length or barrel extensions to meet the elevations shown on the plans.

Hydrants shall have the following features:

Bury Length	Approximately 7 feet to traffic flange.
Nozzle Size	One 4 1/2-inch and two 2 1/2-inch-diameter openings.
Nozzle Threads	National standard fire hose coupling screw threads.
Drain Port:	Drain port at base of hydrant barrel. Plug drain port when hydrant installed in area where groundwater level may rise above drain port or in areas of contaminated soil or groundwater.
Size of Main Valve Opening	5 1/4-inch-diameter minimum. The hydrant lead connection shall be minimum 6-inch-diameter mechanical joint.
Torque Requirements	Hydrant shall comply with AWWA C502 even if greater than 5-foot bury.
Lubrication	Nontoxic and providing proper lubrication for a temperature range of -30° to +120° Fahrenheit.

Hydrants shall have permanent markings identifying the manufacturer by name, initials, insignia, or abbreviations in common usage, and designating the size of the main valve opening and the year of manufacture. Markings shall be so placed as to be readily discernible and legible after hydrants have been installed.

Contractor shall furnish certification to engineer that the hydrant and all material used in its construction conform to the applicable requirements of AWWA C502 and the supplementary requirements thereto.

Provide 6-Inch ductile iron (DI) fire hydrant lead piping with mechanical joint restraint at all joints and fittings. Meet requirements in AWWA C600 and SPV.0090.14-15 Water Main, Ductile Iron (DI).

Valve and valve box for fire hydrant auxiliary valves shall be provided conforming to SPV.0060.09-10 Water Main Gate Valve and Valve Box. All auxiliary valves, unless otherwise shown or specified, shall be 6-Inch.

Furnish all required fire hydrant weep hole plugs to completely plug each fire hydrant.

#### C Construction

Hydrants shall be installed to the bury line elevation shown on the plans. Any fittings or extensions required to provide the hydrant at the bury line elevation shall be considered incidental to the Fire Hydrant with Auxiliary Valve and 6-Inch Lead unit bid price.

All joints on fire hydrant leads shall be made using pipe restraint specified herein. Approximately ½ cubic yard of clear stone shall be placed from the bottom of the trench around the hydrant elbow and up the hydrant barrel. Clear stone shall be wrapped completely in filter fabric to prevent the in-migration of fine materials.

Contractor shall furnish all necessary fittings in the fire hydrant lead to install the fire hydrant in a plumb condition at locations shown on the plans and at the specified depth of bury. The pumped nozzle of all fire hydrants shall be installed with the nozzle pointing toward the street. engineer reserves the right to alter the location of fire hydrants from that shown on the plans.

Install fire hydrant weep hole plugs within contaminated soils or groundwater areas encountered during excavation and 50 feet to either side of the contamination or as directed by the engineer.

#### **D** Measurement

The department will measure Fire Hydrant with Auxiliary Valve and 6-Inch Lead by each fire hydrant with auxiliary valve and 6-inch lead, acceptably completed.

#### E Basis of 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	Fire Hydrant with Auxiliary Valve and 6-Inch Lead	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation, fittings, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 51. Water Main Gate Valve and Valve Box, 8-Inch, Item SPV.0060.09; 12-Inch, Item SPV.0060.10.

# A Description

This work consists of furnishing and installing gate valves and valve boxes as shown on the plans, according to the requirements of the Standard Specifications for Sewer and Water construction in Wisconsin and as hereinafter provided.

## **B** Materials

## B.1 Valves

Water valves shall be U.S Pipe Metroseal, Mueller, or Waterous, open left. Valve body nuts and bolts shall be stainless steel.

Provide resilient wedge gate valves manufactured according to AWWA C509. Valve stem seals shall be O-rings. The compound shall be of Buna-N or NBR rubber and have a durometer hardness of 70 degrees when tested according to ASTM D2240.

Markings shall be cast on the bonnet or body of each valve and shall show the manufacturer's name or mark, the year and location valve casting was made, the size of the valve, and the designation of working water pressure.

Valves shall be suitable for direct burial, be provided with nonrising stems, and be equipped with a standard 2-inch-square operating nut with cast-on directional arrow. Buried valves shall be fusion bonded epoxy coated.

## **B.2 Valve Box**

A valve box shall be provided for fire hydrant auxiliary valves and for valves in the main.

Valve boxes shall be made of cast iron conforming to ASTM A48, Class 20. The castings shall be free from blowholes, porosity, hard spots, shrinkage defects or cracks, or other injurious defects and shall have a normal smooth casting finish. The castings shall be thoroughly coated with a 1 mil minimum thickness bituminous coating. Valve boxes shall be 5 1/4 inches in diameter. Valve boxes shall have a maximum length of 7 feet when extended without extension sections. Extensions shall be provided for deeper mains.

Valve boxes shall consist of a base section, tubular mid and top sections, both with cast threads by which one can be telescoped on the other, extension sections if required and a circular drop cover. Valve boxes shall include a non-tip cover marked "WATER." Metal adjusting or paving rings shall not be used.

#### **C** Construction

All gate valves and valve boxes shall be constructed at locations shown on the plans. Connections to the main and other fittings shall be made as specified in Water Main, Ductile Iron (DI).

Valve box shall be centered and plumb over the wrench nut of the valve with the box cover flush with the finished ground elevation. Solid 4-inch concrete blocks shall be placed under the base of valve boxes so that the bottom of the base is about 2 inches away from contact with the valve bonnet. A Gate Valve Adaptor, may be used in lieu of blocks. The valve box shall not transmit shock or stress to the valve.

#### **D** Measurement

The department will measure Water Main Gate Valve and Valve Box (size) as each individual water main gate valve and valve box (size), 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.0060.09	Water Main Gate Valve and Valve Box, 8-Inch	EACH
SPV.0060.10	Water Main Gate Valve and Valve Box, 12-Inch	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation, materials and fittings, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 52. Utility Line Opening (ULO), Item SPV.0060.11.

# A Description

This work consists of excavating to uncover utilities for the purpose of determining elevation and potential conflicts as shown on the plans or as directed by the engineer.

## B (Vacant)

#### **C** Construction

Perform the excavation in such a manner that the utility in question is not damaged.

Perform the utility line openings as soon as possible and at least 10 days in advance of proposed utility construction within construction traffic staging limits to allow any conflicts to be resolved with minimal disruption. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Provide utility line openings with a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Notify the utility or their agents of this work a minimum of 3 working days prior to the work so they may be present when the work is completed. Do not perform utility line openings without the approval of the engineer.

#### **D** Measurement

The department will measure Utility Line Opening (ULO) as each individual utility line opening (ULO), acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Utility Line Opening (ULO)	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation to expose the utility line, backfilling with native material, dewatering, restoration to existing conditions, and notifications necessary to complete the work in compliance with these specifications.

# 53. Bentonite Clay Dam, Item SPV.0060.12.

#### A Description

This special provision describes providing bentonite clay dams in areas of contaminated soil specified in the Excavation, Hauling, and Disposal of Petroleum Contaminated Soil item.

#### **B** Materials

Use Bentonite Clay Dam on all utility line trenches. Bentonite used for clay dams shall be hydrated prior to backfilling the trench.

#### **C** Construction

Provide bentonite clay dams on all utility line trenches 25 feet past both ends of the contamination zone. Construct the dams 4 feet long and extend 1 foot beyond normal trench width, 1 foot below normal base of trench excavation, and 1 foot above the limits of cover material.

#### **D** Measurement

The department will measure Bentonite Clay Dam as each individual bentonite clay dam, 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	Bentonite Clay Dam	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation, backfilling, compaction, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 54. Fluorocarbon Water Main Gasket, Mechanical 12-Inch, Item SPV.0060.13; Mechanical 8-Inch, Item SPV.0060.14; Mechanical 6-Inch, Item SPV.0060.15; Slip 12-Inch, Item SPV.0060.16; Slip 8-Inch, Item SPV.0060.17.

# **A** Description

This special provision consists of furnishing and installing fluorocarbon water main gaskets on all new water main within area of contaminated soil and groundwater.

# **B** Materials

Supplemental to SPV.090.14-15, Water Main, Ductile Iron (DI), 8-Inch, 12-Inch and SPV.0060.08, Fire Hydrant with Auxiliary Valve and 6-Inch Lead.

## **C** Construction

Fluorocarbon gaskets shall be installed at the joints and fittings for all ductile iron water main located in areas with contaminated groundwater and on 25 feet to either side of the groundwater contamination zone.

#### **D** Measurement

The department will measure Fluorocarbon Water Main Gasket as each individual fluorocarbon water main gasket, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Fluorocarbon Water Main Gasket, Mechanical 12-Inch	EACH
SPV.0060.14	Fluorocarbon Water Main Gasket, Mechanical 8-Inch	EACH
SPV.0060.15	Fluorocarbon Water Main Gasket, Mechanical 6-Inch	EACH
SPV.0060.16	Fluorocarbon Water Main Gasket, Slip 12-Inch	EACH
SPV.0060.17	Fluorocarbon Water Main Gasket, Slip 8-Inch	EACH

Payment is full compensation for all work herein specified and including but not limited gasket procurement and installation necessary to complete the work in compliance with these specifications.

# 55. Nitrile Water Main Gasket, Mechanical 12-Inch, Item SPV.0060.18; Mechanical 8-Inch, Item SPV.0060.19; Mechanical 6-Inch, Item SPV.0060.20; Slip 12-Inch, Item SPV.0060.21; Slip 8-Inch, Item SPV.0060.22.

#### **A** Description

This special provision consists of furnishing and installing nitrile water main gaskets on all new water main within area of contaminated soil and where groundwater is not affected.

# **B** Materials

Supplemental to SPV.090.14-15, Water Main, Ductile Iron (DI), 8-Inch, 12-Inch and SPV .0060.08, Fire Hydrant with Auxiliary Valve and 6-Inch Lead.

# **C** Construction

Nitrile gaskets shall be installed at the joints and fittings for all ductile iron water main located in areas with contaminated soils and on 25 feet to either side of the soil contamination zone as requested by engineer in the field.

#### **D** Measurement

The department will measure Nitrile Water Main Gasket as each individual nitrile water main gaskets, 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	Nitrile Water Main Gasket, Mechanical 12-Inch	EACH
SPV.0060.19	Nitrile Water Main Gasket, Mechanical 8-Inch	EACH
SPV.0060.20	Nitrile Water Main Gasket, Mechanical 6-Inch	EACH
SPV.0060.21	Nitrile Water Main Gasket, Slip 12-Inch	EACH
SPV.0060.22	Nitrile Water Main Gasket, Slip 8-Inch	EACH

Payment is full compensation for all work herein specified and including but not limited to procurement and installation necessary to complete the work in compliance with these specifications.

# 56. Connect to Existing Sanitary Sewer Main or Manhole, Item SPV.0060.23.

#### **A** Description

This work consists of connecting new sanitary sewer main to the existing sanitary sewer main or existing sanitary sewer manholes as shown on the plans and per the Standard Specifications for Sewer and Water Construction in Wisconsin.

# **B** Materials

Provide all sanitary sewer materials and connections according to Sanitary Sewer, Polyvinyl Chloride (PVC), Items SPV.0090.20-21.

Where new sanitary sewer is coupled with existing sanitary sewer Strongback RC 1100 Series Fernco couplings shall be used.

#### C Construction

Connect the new sanitary sewer to existing sanitary sewers or manholes. Depth and location of the existing sanitary sewer or manhole connection shall be field verified by contractor. Field verification shall take place prior to commencing work towards the connection location and with sufficient time to notify the engineer of and address any discrepancies from connection locations or elevations shown on the plans.

#### **D** Measurement

The department will measure Connect to Existing Sanitary Sewer Main or Manhole as each connect to existing sanitary sewer main or manhole, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Connect to Existing Sanitary Sewer Main or Manhole	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials and fittings, bedding and cover materials, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

#### 57. Connect to Existing Sanitary Sewer Lateral, Item SPV.0060.24.

#### **A** Description

This work consists of connecting new sanitary laterals to existing sanitary laterals as shown on the plans according to the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

#### **B** Materials

Provide all materials as specified in Sanitary Lateral, 4-Inch, SPV.0090.18; 6-Inch, SPV.0090.19.

#### **C** Construction

Connect the new sanitary lateral to the existing sanitary lateral as close to the right-of-way line as possible. Fittings and couplers utilized to make the connection shall be minimized as much as feasible. All connections shall be made according to the sanitary sewer lateral details in the plans.

#### **D** Measurement

The department will measure Connect to Existing Sanitary Sewer Lateral as each individual connect to existing sanitary sewer lateral, 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	Connect to Existing Sanitary Sewer Lateral	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials and fittings, bedding and cover materials, dewatering, disposal of material, verification of active sanitary laterals, and notifications necessary to complete the work in compliance with these specifications.

# 58. Sanitary Sewer Manhole, (4-Foot Diameter), Item SPV.0060.25.

## A Description

This section describes constructing a sanitary sewer manhole consisting of precast reinforced concrete, adjusting rings, watertight joints, precast concrete base, precast eccentric cone tops, metal frames, chimney seals, covers, including excavating and backfilling.

# **B** Materials

Manhole sections including risers, flat slab tops, conical tops, base sections, steps, and adjusting rings shall be precast reinforced concrete. Reinforced concrete manhole sections shall conform to ASTM C478.

Lengths of manhole rise (barrel) shall be furnished in such combinations as to conveniently make up the depth of the manhole. A maximum of two handling holes per length of riser will be permitted.

Standard sewer manholes shall be constructed with eccentric cone top section for 48-Inch diameter barrel sections. For other diameters, the top section shall be a cone section. Concrete adjusting rings shall be furnished to set the manhole casting to established grade.

Drop entrances to sanitary sewer manholes shall be installed where indicated on the plans. Drop entrances shall be of the same diameter as the sewer main from sizes 8 inches through 18 inches. For larger diameters, the drop shall be 18 inches unless otherwise shown on the plans.

The interior bottom of sanitary sewer manholes shall be constructed of concrete benches which shall be precast or poured-in-place in the field. Benches shall extend to the top of each pipe to a maximum height of 42 inches. Flow lines shall be made smooth with uniform curves to promote flow through the manhole.

All joints between manhole pipe sections and top shall be tongue-and-groove conforming to ASTM C443. Manhole joints shall be sealed with circular O-ring or preformed flexible joint sealant. External joint wrap shall be installed on the exterior joints of all new sanitary manholes. Joint wrap shall include securing straps and shall meet ASTM C-877 standards.

Manhole connections for sanitary sewer mains shall be made using flexible, watertight connections, PSX Press Seal, Kor-N-Seal, or equal, for sewers up through 18-inch diameter. All other sanitary sewer manhole connections shall be made with A-Lok, PSX Press Seal, Kor-N-Seal, or concrete grout.

Manhole bottoms for sanitary sewer shall be monolithically precast with the bottom section for manholes up through 6-foot diameter. Bottoms for larger manholes shall be precast but need not be monolithically cast with the bottom section. All other manhole bottoms shall be either poured-in-place or precast concrete.

Manholes shall be furnished large enough to provide a minimum distance, between adjacent pipe, measured tangentially along the inside face of the manhole, equal to one-half the outside diameter of the intersecting sewer pipe. In any event, manholes shall be furnished in the diameter necessary to accommodate intersecting sewer pipe and the pipe to manhole connection proposed for use.

Precast reinforced concrete manhole risers and tops shall be tested according to ASTM C497. Precast reinforced concrete manhole risers and tops meeting the strength requirements will be considered acceptable and shall be stamped with an appropriate monogram. When requested, copies of test reports shall be submitted to engineer before the manhole sections are installed. Final acceptance will be made after field inspection upon delivery to the jobsite.

Precast reinforced concrete manhole sections shall be subject to rejection for failure to conform to any of the specification requirements. In addition, individual sections of manhole risers and tops may be rejected because of any of the following reasons:

- a. Fracture or cracks passing through the wall, except for a single end crack that does not exceed the depth of the joint.
- b. Defects that indicated imperfect proportioning, mixing, and molding.
- c. Surface defects indicating honey-combed or open texture.
- d. Damaged ends, where such damage would prevent making a satisfactory joint.
- e. Noticeable infiltration into manhole.
- f. Variation in diameter of the manhole section of more than 1% from the nominal diameter.
- g. Any continuous crack having a surface width of .01 inch or more and extending for a length of 12 inches or more regardless of position in the section wall.

Each precast reinforced concrete manhole riser and top section shall be clearly marked with the name or trademark of the manufacturer and the date of manufacture. This marking shall be indented into the manhole section or shall be painted thereon with waterproof paint.

HDPE adjusting rings for standard manholes shall have an inside diameter of 26 inches, be not less than 2 inches nor more than 6 inches high, and shall have a wall thickness of 6 inches unless otherwise specified. The joints between rings and between rings and castings shall be sealed with preformed flexible joint sealant.

#### Manhole Casting:

All manhole castings shall be gray iron and meet the requirements of ASTM A48. Standard manhole castings shall be Neenah R1550 with machined frame, Type B solid lid, concealed pick holes and self-sealing gaskets. The frame for all manhole castings shall have the non-rocking feature built in unless otherwise shown on the plans.

#### Internal Chimney Seal:

Contractor shall provide internal manhole frame chimney seal. The seal shall be made of a rubber type product, with a minimum thickness of 3/16 inches, a minimum unstretched width of 8 inches and be extruded or molded from a high-grade rubber compound conforming to the applicable requirements of ASTM C923. The bands used for compressing the sleeve against the manhole shall be fabricated from stainless bolts, or nuts used on these bands shall be stainless steel conforming to ASTM F5593 and F594, Type 304. The internal seal or its appurtenances shall not extend far enough into the manhole opening to restrict entry into or exit from the manhole.

Manhole frame-chimney seals shall be designed to prevent the leakage of water into the manhole at the area of the joint between the manhole frame and chimney continuously throughout a 20-year design life. The seal shall remain flexible, allowing repeated vertical movements of the frame because of frost lift, ground movement or other causes of up to 2 inches and/or repeated horizontal movements of the frame because of the frame because of the pavement or other causes of up to 1/2 inch, both rates of movement occurring at rates not less than 0.10 inch per minute. If the seal is an internal seal, it and its appurtenances shall not exceed far enough into the manhole opening to restrict entry or exit from the manhole.

Provide seals made of only materials that have been successfully used in sanitary sewer construction for at least 10 years and have proven to be resistant to sanitary sewage; corrosion or rotting under wet or dry conditions; the gaseous environment in sanitary sewers and at road surfaces including common levels of ozone, carbon monoxide and other trace gases at the sites of installations; the biological environment in soils and sanitary sewers; chemical attacks by road salts, road oil and common street spillages or solvents used in street construction or maintenance; the temperature ranges, variations and gradients in and between manhole frames and chimneys in the climate of the location of construction; variations in moisture conditions and humidity; fatigue failure caused by a minimum of 30 freeze-thaw cycles per year; or vibrations because of traffic loadings; fatigue failure because of repeated variations of tensile, compressive and shear stresses and repeated elongation and compression; and any combination of the foregoing. The materials used are to be compatible with each other and the manhole materials.

# **C** Construction

Manholes shall be installed according to the plans. For sanitary sewers, openings shall be located over the bench and not the sewer flow line itself.

All manholes shall be made watertight and shall show no visible signs of leakage at the time of final review and within the correction period. Any leakage shall be sealed from the exterior of the manhole.

In drop manholes, the upper pipe of the drop shall be stubbed into the manhole 8 inches horizontally. The end of the upper pipe shall be cut off at an approximately 30 degree angle so the resulting opening is facing up towards the manhole casting.

All manhole adjusting rings shall be sealed with precompressed material in 3 1/2-inch width. Final rim elevation and manhole adjustment shall be determined in the field. Metal adjusting rings and metal paving rings on the castings shall not be used.

## **D** Measurement

The department will measure Sanitary Sewer Manhole, (4-Foot Diameter) as each sanitary sewer manhole, (4-foot diameter), acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Sanitary Sewer Manhole, (4-Foot Diameter)	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials and fittings, bedding and cover materials, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 59. Construct Outside Drop, Item SPV.0060.26.

## **A** Description

This special provision describes constructing outside drop structures on sanitary sewer access structures where shown in the plans, or as directed by the engineer. Outside Drops are required if the elevation difference between the flow line of the incoming pipe and the springline of the outgoing pipe is greater than two feet.

#### **B** Materials

Provide all materials associated with this item according to SPV.0060.25, Sanitary Sewer Manhole, (4-Foot Diameter).

#### **C** Construction

Whenever shown on the plans, or directed by the engineer, the contractor shall install outside drop inlets in conjunction with the installation of sanitary sewer manholes as shown in the plans. The pipe and fittings shall be securely anchored to the sewer manhole to prevent displacement during the placement of the concrete encasement. Maintain the normal flow of wastewater at all times during installation of the sanitary sewer access structure, construction of the outside drop structure, and when connecting new and existing pipes to the structure.

The top pipe of the outside drop shall be cut at approximately a 30-degree angle such that the bottom of the pipe is longer than the top, inside the manhole. The top pipe shall also protrude 8 inches into the manhole.

#### **D** Measurement

The department will measure Construct Outside Drop as each individual construct outside drop, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.26	Construct Outside Drop	EACH

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials and fittings, bedding and cover materials, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 60. Adjust Sanitary Manhole Cover, Item SPV.0060.27.

# A Description

The work consists of removing and disposing of existing manholes covers, adjusting rings and chimney seals and furnishing and installing a new cover, new adjusting rings, and new internal chimney seal as shown in the plans.

#### **B** Materials

Provide ductile iron manhole covers meeting the Standard Specifications for Gray Iron Castings of the ASTM A48. Provide Neenah R-1550-A covers with machined frame, Type B self-sealing, lid and concealed pick holes, self-sealing gaskets, and nonrocking. Cast the word "SANITARY" into the lid for sanitary manholes.

Provide concrete adjustment rings with steel reinforcement in conformance with ASTM C-478 and a minimum of 4-inch in thickness. A maximum of 10-inch for adjustment will be allowed. Multiple grade rings will not be allowed where one will suffice.

#### **C** Construction

Install Sanitary Manhole Covers according to the applicable provisions of standard spec 611.3.3 and 611.3.6 and as detailed in the plans.

## **D** Measurement

The department will measure Adjust Sanitary Manhole Cover as each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.27	Adjust Sanitary Manhole Cover	EACH

Payment is full compensation for all work herein specified and including but not limited to new castings include frames and lids, adjusting rings, and notifications necessary to complete the work in compliance with these specifications and for removal and disposal of existing manhole covers, adjusting rings and chimney seals.

# 61. Concrete Curb and Gutter HES 30-Inch Type A, Item SPV.0090.01; HES 6-Inch Sloped 36-Inch Type A, Item SPV.0090.02; HES 24-Inch Type A, Item SPV.0090.09.

#### **A** Description

This special provision describes constructing curb and gutter using high early strength concrete at the locations shown in the plans, or as directed by the engineer.

#### **B** Materials

Provide grade C concrete conforming to standard spec 501 as modified in standard spec 716.

Provide joint filler conforming to the pertinent requirements of standard sped 415.2.3. Provide QMP for class II ancillary concrete as specified in standard spec 716.

# **C** Construction

Construct according to the requirements of standard spec 601.3.

#### **D** Measurement

The department will measure Concrete Curb and Gutter HES (size) (type) by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Curb and Gutter HES 30-Inch Type A	LF
SPV.0090.02	Concrete Curb and Gutter HES 6-Inch Sloped 36-Inch Type A	LF
SPV.0090.09	Concrete Curb and Gutter HES 24-Inch Type A	LF

Payment is full compensation according to standard spec 601.5.

# 62. Concrete Curb and Gutter SHES 30-Inch Type A, Item SPV.0090.03; SHES 6-Inch Sloped 36-Inch Type A, Item SPV.0090.04; SHES 24-Inch Type A, Item SPV.0090.10.

# **A** Description

This special provision describes constructing curb and gutter using special high early strength concrete at the locations shown in the plans, or as directed by the engineer.

#### **B** Materials

Furnish concrete that conforms to the requirements for special high early strength concrete according to standard spec 416.2.1 and standard spec 416.2.5. Provide joint filler conforming to the pertinent requirements of standard sped 415.2.3. Provide QMP for class II ancillary concrete as specified in standard spec 716.

# **C** Construction

Construct according to the requirements of standard spec 601.3.

#### **D** Measurement

The department will measure Concrete Curb and Gutter SHES (size) (type) 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.0090.03	Concrete Curb and Gutter SHES 30-Inch Type A	LF
SPV.0090.04	Concrete Curb and Gutter SHES 6-Inch Sloped 36-Inch Type A	LF
SPV.0090.10	Concrete Curb and Gutter SHES 24-Inch Type A	LF

Payment is full compensation according to standard spec 601.5.

# 63. Pedestrian Railing, Item SPV.0090.05.

#### A Description

This special provision describes providing pedestrian railing as shown on the plans and conforming to the appropriate sections of standard spec 513.

#### **B** Materials

Furnish steel railing components and connection hardware conforming to the appropriate subsections of standard spec 513.

Furnish a two-coat paint system from the department's APL for structure painting systems under paint – galvanized railing. Federal Color No. 27038 (Black)

The concrete base and anchors shall conform to the appropriate subsections of standard spec 654.

#### **C** Construction

Conform to the appropriate requirements of standard spec 513.3 and standard spec 654.3.

#### **D** Measurement

The department will measure Pedestrian Railing 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.0090.05	Pedestrian Railing	LF

Payment is full compensation for providing railing; for anchor bolts; for painting; for excavation, backfilling, concrete, and reinforcement for concrete bases.

# 64. Concrete Curb & Gutter 24-Inch Type A, Item SPV.0090.06; 24-Inch Mountable Type A, Item SPV.0090.07; 24-Inch Type D, Item SPV.0090.08.

#### **A** Description

Perform work according to the applicable provisions of standard spec 601 and as detailed in the plans.

# **B** Materials

Conform to standard spec 601.

# C Construction

Conform to standard spec 601.

#### **D** Measurement

The department will measure Concrete Curb and Gutter 24-Inch (type) by the linear foot, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	Concrete Curb & Gutter 24-Inch Type A	LF
SPV.0090.07	Concrete Curb and Gutter 24-Inch Mountable Type A	LF
SPV.0090.08	Concrete Curb and Gutter 24-Inch Type D	LF

Payment is full compensation for 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, and reinforcement tie bars unless specified otherwise; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for excavation required for this work as specified in the contract.

# 65. Water Service Copper, 1 Inch, Item SPV.0090.11; 1 1/2-Inch, Item SPV.0090.12; 2 Inch, Item SPV.0090.13.

## **A** Description

This work consists of furnishing and installing new water services as shown on the plans according to the requirements of the plans and Standard Specifications for Sewer and Water in Wisconsin and as hereinafter provided.

#### **B** Materials

#### Copper Water Tubing:

Copper tubing installed within trenches shall be Type K soft annealed copper tubing and shall conform to the specifications of ASTM B88. All other copper shall be Type K hard copper conforming to ASTM B88. The name or trademark of the manufacturer and a mark indicating the type shall be permanently and plainly marked on tubing.

Fittings for copper tubing are to be copper alloy meeting the requirements of AWWA C800 14. The maximum lead content shall be 0.25%. They shall have uniformity in wall thickness and strength and shall be free from any defect that may affect their serviceability.

Fittings are to be of compression type. Unions are to be extra heavy three-part unions only.

Each fitting shall be permanently and plainly marked with the name or trademark of the manufacturer.

# **C** Construction

Water services requiring reconstruction and new services shall be installed according to AWWA C600. Contractor shall perform all excavation, backfill and other work necessary for complete installation. Install water services with minimum amount of service interruption. The service tubing shall be continuous and shall be place at a minimum depth of 6.5 feet. Each service shall include a corporation stop at the main, copper service tubing, curb stop, curb box, couplings, and all other appurtenances necessary for a complete installation. Where existing services in the street are being reconstructed, the new service shall be connected to the existing service at the property line unless otherwise shown or specified. Taps in the main shall be at an angle of 45 degrees above the horizontal.

Existing and new service line locations shown on the plans are approximate. Contractor shall provide means and methods to determine actual service line locations as required for complete installation of the service. Contractor shall field verify the size, location, and depth of the existing service prior to connection.

Bedding and cover material for copper water services shall conform to size No. 9 or No. 10 below which generally represent a sand type material.

Size	1/2 IN	3/8 IN	No. 4	No. 8	No. 16	No. 30	No. 100
9	100	75-100	0-25	0-5			
10		100	85-100				10-30

#### PERCENTAGE BY WEIGHT PASSING INDICATED SIEVE

#### Water Service Interruption and Notification:

Contractor shall provide a minimum of 48 hours' notice to City of Whitewater, engineer, and all affected utility customers/residents prior to all water service interruptions. The notice is to consist of at least the following:

- 1. Verbal communication of interruption including estimated times and duration of interruption shall be given to the utility customer/resident.
- 2. Written communication of interruption including estimated times and duration of interruption shall be left in a conspicuous location at the utility customer/resident's home.
- 3. Verbal communication immediately prior to the service interruption including estimated duration of interruption shall be given to the utility customer/resident.

The estimated time stated on the notification is to consist of the range of hours during a single day that the service may be interrupted. If the service is not interrupted during the day stated on the notification, additional notifications shall be given to the City of Whitewater, engineer, and all affected utility customers/residents for each successive day that the utility service may be interrupted. A minimum of 24 hours' notice shall be given for each successive day of potential service interruption.

If the utility customer/resident cannot be reached for face to face verbal communication of the service interruption, contractor shall look up the utility customer/resident in the Whitewater phone book and call the utility customer/resident if their number is found. If the utility customer/resident's phone number is not listed, or the utility customer/resident does not answer the phone, written notification shall be left in a conspicuous location at the utility customer/resident's home. Contractor shall also then attempt to verbally contact the utility customer/resident immediately prior to the service interruption.

All costs for providing notification shall be included in the bid costs for bid items within this special provision. No additional contract time or payment shall be provided for contractor failing to notify all affected utility customers/residents. At no cost to the department, contractor shall resolve conflicts stated by utility customers/residents regarding problems with their water service interruptions.

#### **D** Measurement

The department will measure Water Service Copper, (size) in length by the linear foot, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	Water Service, Copper, 1-Inch	LF
SPV.0090.12	Water Service, Copper, 1 ½-Inch	LF
SPV.0090.13	Water Service, Copper, 2-Inch	LF

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials or fittings, bedding and cover materials, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 66. Water Main, Ductile Iron (DI), 8-Inch, SPV.0090.14; 12-Inch, SPV.0090.15.

#### A Description

This work consists of furnishing and installing water main as shown on the plans according to the Standard Specifications for Sewer and Water construction in Wisconsin and as hereinafter provided.

# **B** Materials

Iron pipe shall be ductile iron conforming to AWWA C151. Fittings shall be ductile or cast iron conforming to the standards herein. Iron pipe and fittings shall be made in the United States: American, Clow, Griffin, Tyler, U.S. Pipe or approved equal.

Ductile iron pipe shall consist of pipe centrifugally cast in metal or sand-lined molds. Pipe wall shall be homogeneous from inside to outside and shall be completely free of laminations, blisters, or other imperfections. Defects may be removed at the factory only.

Each pipe and fitting shall have the weight, class or nominal thickness, country where cast, casting period, manufacturers mark, the year in which the pipe was produced, and the letters DI or DUCTILE cast or stamped thereon. Improper or incomplete marking will be cause for rejection of the pipe or fitting.

Contractor shall furnish certification data representing each class of pipe or fitting furnished. The certification report shall clearly state that all pipe and fittings furnished meet the appropriate AWWA specification.

Ductile iron pipe shall be provided with mechanical joints or push-on joints.

Pipe shall be minimum Class 52. Additional pipe wall thickness shall be furnished as required by AWWA C150 for the depth of cover as shown on the plans when using Laying Condition 4 of AWWA C600 or the Class C Bedding Detail as shown in the plans.

Furnish pipe wall thickness as required and AWWA C150 for buried piping with the depth of cover as shown on the plans for Class C bedding as shown in the plans.

Buried pipe and pipe in manholes, wet wells, and other structures shall be cement-mortar lined and asphaltic coated inside and asphaltic coated outside. Inside lining and coating shall comply with AWWA C104. Outside coating shall comply with AWWA C151. Lining and coatings shall be suitable for use with potable water systems. The asphaltic coating shall be applied over the cement lining on the inside of the pipe and directly on the outside of the pipe. The coatings shall be smooth and impervious to water without any tendency to scale off. In cases where corporation stops are to be tapped into mains, furnish pipe wall thickness as specified in AWWA C151 to provide four threads; furnish pipe saddles as approved by manufacturer.

Cable bond conductor or electrobond conductivity straps shall be installed on all ductile iron piping to maintain electrical continuity across joints. Continuity across valves and fittings shall be made with multiple conductivity straps connected in series. Lead-tipped gaskets, conductive gaskets, or bronze wedges will not be allowed.

Cutting-in and repair tees and sleeves and tapping tees shall be of ductile or cast iron with the same rated working pressure of the pipe in which they are installed but no less than 150 psi.

Joints, fittings, and gaskets shall have the same rated working pressure of the pipe in which they are installed but no less than a minimum rated working pressure of 150 psi. Fittings shall be cement-mortar lined and asphaltic coated inside and shall be shop primed or asphaltic coated outside as specified above for the piping in which they are being installed.

Joints, fittings and gaskets for buried piping shall be mechanical joint or push-on joint conforming to AWWA C110 and AWWA C111, as well as AWWA C153 (compact), with vulcanized styrene butadiene rubber gaskets conforming to AWWA C111.

Bolts on mechanical joints shall be high-strength low-alloy steel (Corten, or equal) conforming to AWWA C111; a certificate to that effect shall be provided.

Gaskets shall be furnished in sufficient number for all joints. Sufficient joint lubricant shall be furnished by the manufacturer with the gaskets.

Pipe restraint fittings shall be provided as follows:

- a) For ductile iron pipe with ductile iron mechanical joints MEGALUG Series 1100 or 1100SD by EBAA Iron Sales, Inc.; Series D-SLDE or SSLD by Sigma; Series 3000 or 3000S by Star Pipe Products; or approved equal.]
- b) For ductile iron pipe with ductile iron push-on joints MEGALUG Series 1100HD or 1700 by EBAA Iron Sales, Inc.; Sales SLDEH or SSLDH by Sigma; Series 3100 P or 3100S by Star Pipe Products; Flex-Ring or Lok-Ring by American Cast Iron Pipe Company; TR Flex by U.S. Pipe Company; or approved equal.

Gland body, wedges, and wedge actuating components shall be ductile iron conforming to ASTM A536 Grade 65-45-12. Bolts and tie rods shall be high-strength low-alloy steel conforming to AWWA C111.

Gaskets that include metal locking segments vulcanized into the gasket to grip the pipe to provide joint restraint are not acceptable.

Use retainer glands to restrain joints in addition to reaction backing on all plugs, caps, hydrant leads, bends, and other mechanical joints.

Provide corrosion protection for all ductile pipe, iron tees, crosses, bends, etc., and all valves by use of polyethylene wrap. Polywrap shall be 8 mil minimum thickness according to AWWA C105.

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

#### C Construction

#### C.1 General

Prior to commencing pipe laying, contractor shall notify engineer of the intended date for starting work. Engineer may request at contractor's expense the removal and relaying of any pipe which was installed prior to notification of the engineer.

Proper implements, tools, and facilities shall be provided and used for the safe and convenient prosecution of the work. All pipe, fittings, and appurtenances shall be carefully lowered into the trench piece-by-piece with a crane, rope, or other suitable tools or equipment, in such manner as to prevent damage to materials. Under no circumstance shall pipe be dropped or rolled into the trench.

Contractor shall inspect the pipe, fittings, and appurtenance for defects when delivered to the jobsite and prior to lowering into the trench. Defective material shall be removed from the jobsite. All material shall be cleaned and fee of deleterious substances prior to use in the work.

Where significant obstructions not shown on the plans are encountered during the progress of the work, notify the engineer and protect the facilities. Existing items unnecessarily damaged during the performance of the work shall be repaired and replaced and the expense of the contractor.

Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures may be determined and shall be held responsible for the repairs of such structures when broken or otherwise damages because of carelessness on its part.

The trench shall be dug so that the utilities can be laid to the alignment and depth specified. Unless otherwise allowed by the engineer, trenches shall not be excavated more than 100 feet in advance of pipe laying. Earth excavation shall include all excavation except rock. Included in earth excavation shall be the removal of street paving of all types, existing structures, existing improvements, and trees smaller than 4 inches in diameter measured 4 feet above the ground, all as necessary to complete the pipe installation.

#### C.2 Excavation To Grade

The trench shall be finished to the depth necessary to provide a uniform and continuous bearing and support for the pipe on the bedding material provided at every point between bell holes. Any part of the bottom of trench excavated below the specified grade shall be corrected with bedding material, thoroughly compacted in place. The bedding shall be shaped and finished with hand tools to fit the bottom quadrant to the pipe.

If, in the opinion of engineer, unstable soil conditions are encountered at subgrade, contractor shall replace the unstable soil with special bedding. Contractor shall be allowed extra compensation for the special bedding, unless the unstable soil conditions are caused by contractor's failure to adequately dewater the trench, in which case contractor shall bear the entire cost.

All excavated material shall be piled in a manner that will not endanger the work. Stockpiles not for immediate backfilling shall have silt fences placed around their perimeter for erosion control. The work shall be conducted in such a manner that pedestrian and motor traffic is not unnecessarily disrupted. Fire hydrants, valve boxes and manholes shall be left unobstructed. Gutters shall be kept clear or other satisfactory provisions made for street drainage, and natural water courses shall not be obstructed.

Excavated material designated by engineer as being undesirable for backfilling and all surplus excavated material shall be immediately removed as excavation progresses. All such material shall be disposed of in an environmentally safe manner according to local, state, and federal regulations. No such materials shall

be disposed of in wetlands, floodplains, or other environmentally sensitive areas. Disposal sites are also subject to approval of the department. All undesirable and surplus material disposed of must be leveled off and graded to rough elevations as determined by the engineer. Appropriate erosion control measures shall be provided and maintained at disposal sites until disposal is complete and the disposal site is permanently stabilized.

Contractor shall remove bituminous pavement and road surface as a part of the trench excavation. The width of pavement removed shall be the minimum possible, and acceptable, for convenient and safe installation of utilities and appurtenances.

All bituminous pavement shall be cut on neat, straight lines and shall not be damaged beyond the limits of the trench.

Where it is necessary to trench through concrete pavement, a strip shall be sawed and removed in such a manner as not to disturb the remainder of the pavement. Paving and undermining of existing concrete pavement shall be prevented by contractor. If contractor unnecessarily removes or damages pavement or surfaces beyond limits acceptable to engineer, such pavement and surfaces shall be replaced or repaired at the expense of contractor.

# C.3 Dewatering

Contractor shall, at its own expense, keep the excavation clear of water while structures and appurtenances are being built, utilities are being installed, and fill and backfill is being compacted. Contractor shall at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies, including power outages, and shall have available at all times competent workers for the operation of the pumping equipment. The dewatering systems shall not be shut down between shifts, on holidays or weekends, or during work stoppages.

All dewatering shall be done according to applicable federal, state, and local code requirements.

Under no conditions shall the work be laid in or under water. No water shall flow over the work until the joints are complete or the concrete has set. Wherever necessary, contractor shall excavate in advance of the completed work, lead the water into sumps or pump wells, and provide erosion control measures to prevent water or sediment damage.

The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work and for forming of all dams, digging sumps or pump wells, bailing and pumping, and erosion control shall be borne by contractor. Any permits necessary for the dewatering operations shall be obtained and paid for by contractor. No extra payment will be made for dewatering of the trench whether accomplished by the use of sumps and pumps, well point systems, or deep wells.

Contractor's dewatering system shall ensure that soils within the trench will not be destabilized by hydrostatic uplift pressures from adjacent groundwater. If conditions warrant, contractor shall furnish and install well point systems or deep wells. Spacing and depth of well points or wells shall be adequate to lower the piezometric level to at least 2 feet below the bottom of the excavation. Additional lowering shall be provided as necessary to create a stable subgrade. The control of groundwater shall be such that softening or heaving of the bottom of excavations or formation of quick conditions or boils shall be prevented. Dewatering systems shall be designed and operated to prevent the migration or removal of soils. In areas where rock is encountered, the water level shall be kept at or below top of rock but at least 6 inches below bottom of concrete. Additional rock shall be removed as needed to provide clearances.

Contractor shall take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding, or other damage. The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Any such facilities and structures damaged shall be repaired or replaced.

In areas where continuous operation of dewatering pumps is necessary, contractor shall avoid noise disturbance to nearby residences and businesses to the greatest extent possible by using electric driven pumps, intake and exhaust silencers, or housing to minimize noise.

The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted fill or backfill, and prevent floatation or movement of all structures and pipelines.

#### C.4 Width of Trench

Contractor shall be responsible for determining and providing the minimum width necessary to provide a safe trench according to current OSHA standards and all other applicable standards. The top width of

trench excavation shall be kept as narrow as is reasonably possible and acceptable to minimize pavement damage. Pay items related to maximum trench widths shall not limit contractor's responsibility to provide safe trench conditions.

The width of trench below the outside top of the pipe shall be as shown in the following table for the sizes listed. A minimum clearance of 8 inches between the outside of the pipe barrel and the trench wall at the pipe spring line shall be maintained to allow for bedding and haunching. If sheeting is used and is going to remain in place, the trench width shall be measured as the clear distance between inside faces of the sheeting. Otherwise, the trench width shall be based on the width between stable trench walls after sheeting is removed.

Nominal Pipe Diameter (Inches)	Trench Width (Inches)
4	30
6	30
8	36
10	36
12	36
15	36

# MAXIMUM WIDTH OF TRENCH BELOW TOP OF PIPE

Where the width of trench below the outside top of the pipe barrel cannot be otherwise maintained within the limits shown above, contractor, at its own expense, shall furnish an adequate pipe installation for the actual trench width which will meet design conditions. This may be accomplished by furnishing higher class bedding, a stronger pipe, concrete cradle, cap or envelope or by driving sheeting prior to excavation to subgrade. Removal of sheeting below the top of the pipe, if allowed by engineer, shall be gradual during backfilling.

If the maximum trench width is exceeded for any reason other than by request of engineer, the concrete cradle, cap, sheeting, bedding or the stronger pipe shall be placed by contractor at its own expense. Where the maximum trench width is exceeded at the written request of engineer, the concrete cradle, cap, sheeting, bedding or stronger pipe will be paid for on the basis of the price bid.

Width of Trench–Thermoplastic and Ductile Iron Pipe: The trench width for flexible pipe shall be minimum three times the pipe outside diameter or the maximum trench width specified for rigid pipe, whichever is greater. A minimum clearance of 8 inches between the outside of the pipe barrel and the trench wall at the pipe spring line shall be maintained to allow for bedding and haunching.

Perform construction in conformance with AWWA C600 for cast iron or ductile iron water main. All plugs, caps, tees, hydrants, bends and other fittings for water mains and force mains shall be provided with restrained joints.

# C.5 Pipe Laying

All pipe shall be laid accurately to the line and grade as designated. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be joined or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, and other joint material shall be used and installed as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory-fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of watertightness specified. Pertinent specifications from the joint and pipe manufacturer which outline procedures to be followed in making the joint shall be furnished to engineer.

Water main shall maintain a minimum of 6 1/2 feet of cover but shall be deep enough to provide service to buildings.

Immediately prior to placing the pipe, the trench bottom shall be shaped by hand to fit the entire bottom quadrant of the pipe. For bell and spigot pipe, bell holes shall be provided to prevent the bell from supporting the backfill load. Bell holes hall be large enough to permit proper making of the joint, but not larger than necessary to make the joint. All adjustments to line and grade must be done by scraping away or filling in bedding material under the body of the pipe. Any fill used must be bedding material. If necessary to obtain uniform contact of the pipe with the subgrade, a template shall be used to shape the

bedding material. All pipe shall be bedded in bedding material at least 4 inches thick. Contractor shall perform all necessary excavation and shall furnish all necessary material to provide this bedding.

Bedding material shall be hard and durable and shall be made by crushing sound limestone or dolomite ledge rock, or crushed gravel aggregate. Bedding material shall conform to the requirements of ASTM 33. Ductile iron pipe shall be bedded according to the Class B bedding detail in the plans or Type 3 laying condition of AWWA C600. Bedding material shall conform to Size No. 57, Size No. 8, or Size No. 9 below.

Size	1 1/2 IN	1 IN	3/4 IN	1/2 IN	3/8 IN	No. 4	No. 8	No. 16	No. 30	No. 100
57	100	95-100		25-60		0-10	0-5			
9				100	75-100	0-25	0-5			
10					100	85-100				10-30

#### PERCENTAGE BY WEIGHT PASSING INDICATED SIEVE

Contractor shall provide engineer with a sieve analysis of the bedding material for review prior to starting construction. No native material to the trench shall be used for bedding material.

Material which is to be placed from the bedding material to 1 foot above the top of the pipe shall be termed cover material. All trenches shall be backfilled by hand to 1 foot above the top of the pipe with cover material. Cover material shall be deposited in the trench for its full width on each side of the pipe, fittings and appurtenances simultaneously in 6-inch layers and shall be compacted using hand tamping bars and/or mechanical tampers. contractor shall use special care in placing cover material to avoid injury to or movement of the pipe. Cover material shall consist of durable granular particles ranging in size from fine to a maximum size of 3/4 inches. Unwashed bank run sand and crushed bank run gravel will be considered generally acceptable cover material. Cover material shall generally\_conform to the following gradation specifications:

Sieve Size	Percentage by Weight Passing
1 inch	100
3/4 inches	85 to 100
3/8 inches	50 to 80
No. 4	35 to 65
No. 30	
No. 40	15 to 30
No. 200	5 to 15

#### **COVER MATERIAL GRADATION**

Native trench materials may be used for cover material if they substantially conform to the above gradation specifications and a suitable credit is extended to the department.

All bedding materials may be substituted for cover material when requested by contractor except where polyethylene encasement is used. In such case, only those bedding materials specifically noted for polyethylene encasement may be used.

All plugs, caps, tees, hydrants, and bends for water mains shall be provided with positive reaction backing. Reaction backing shall be precast concrete blocks. Backing shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and on the ground in each instance shall be sized so the soil-bearing pressure does not exceed 1,200 psi, using a working pressure in the main of 150 psi plus 100 psi water hammer allowance. The backing shall, unless otherwise shown or specified, be so placed that the pipe and fitting joints will be accessible for repair.

In joining two dissimilar types of pipe, manufactured adapters and fittings shall be used. Adapters and fittings shall be configured to maintain invert elevations at the same level.

Joint deflections shall not exceed the limits established by the pipe manufacturer for the pipe and joint being used.

Joints that are damaged because of carelessness, improper handling, or failure to prevent imperfections in manufacture shall be subject to rejection and gaskets shall be subject to rejection whenever they show surface cracking, tears, or splice separation.

At times when pipe laying is not in progress, the open ends of the pipe shall be closed with plugs to prevent the entry of foreign materials. All foreign material shall be removed from the pipe prior to acceptance.

After placing a length of pipe in the trench, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with specified backfill material tamped around it except at the bells. Trenches shall be kept water-free during bedding, laying and jointing, and for as long a period as necessary to permit proper execution of the work.

Pipe shall be brought home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor-powered excavation equipment.

Water main shall be installed according to AWWA C600 for iron pipe. All plugs, caps, tees, hydrants, bends, and other fittings for water mains shall be provided with restraint joints.

The minimum length of pipe to be restrained shall be shown in the following table:

#### **REQUIRED LENGTH OF RESTRAINED PIPE BEYOND FITTING IN FEET**

Fitting	Minimum Length -Ft
90 Degree Bend (≤ 6 inches)	36
90 Degree Bend (8 inches to 10 inches)	54
90 Degree Bend (12 inches to 14 inches)	72
90 Degree Bend (16 inches)	84
45 Degree Bend (≤ 8 inches)	18
45 Degree Bend (10 inches to 16 inches)	36
22 1/2 Degree Bend ≤ 16 inches	18
11 1/4 Degree Bend ≤ 16 inches	9
Fire Hydrant Leads	All Joints
End of Line Tees (≤ 4 inches)	18 (Along Branch)
End of Line Tees (6 inches to 8 inches)*	36 (Along Branch)
End of Line Tees (10 inches to 12 inches)*	54 (Along Branch)
End of Line Tees (14 inches to 16 inches)*	72 (Along Branch)

\*Restrained run length on tees assumed 18 feet on each side of fitting

This table assumes horizontal orientation of fittings, 150 psi test pressure plus a 100 psi water hammer allowance, ductile iron pipe, and a 3-foot bury. Lengths shall be adjusted for other conditions and fittings.

#### C.6 Backfilling

Backfill shall be that material placed between the top of cover material to the subgrade for placement of restoration materials.

When the type of backfill material is not otherwise specified or shown on the plans, contractor may backfill with the excavated material, provided that such material consists of loam clay, sand, gravel, or other materials which, in the opinion of the engineer, are suitable for backfilling.

All backfill material shall exceed 35 degrees Fahrenheit and be free from frost, cinders, ashes, refuse, vegetable or organic matter, boulders, rocks, or stone, frozen lumps, or other material which in the opinion of the engineer is unsuitable. From 1 foot above the top of the pipe to the trench subgrade, well-graded material containing stones up to 8-inches in their greatest dimension may be used, unless otherwise specified. Care should be taken in backfilling so as not to damage the installed pipe.

In refilling the trench, if there is not sufficient material excavated therefrom suitable for refilling, contractor shall, without extra compensation, furnish the deficiency. Where indicated on the plans, fill shall be provided over projecting conduits. Such fill shall be free of large boulders, and the top 6 inches shall be suitable material to fit the adjoining ground.

All trenches shall be backfilled using specified material so that excessive lengths of trench are not left open. In general, the backfilling operation shall proceed so that no more than 100 feet of trench is open behind the pipe laying operation.

Backfill shall be left below the original surface to allow for placement of restoration materials including pavement, base course, concrete, topsoil, sod, plus any pavement replacement. When settlement occurs, contractor shall restore the surface improvements at its expense to maintain the finished surface.

All trenches shall be consolidated as specified in this section for the entire depth and width of the trench.

Consolidation shall be achieved by use of smooth surface vibratory compactors or backhoe-operated hydraulic compactors for granular materials and rotating sheepsfoot-type mechanisms for loam/clay soils. The lift height shall not exceed 8 inches for walk-behind, hand-operated, vibratory compactors and sheepsfoot. Lift height shall not exceed 24 inches for self-propelled vibratory drum or backhoe-operated hydraulic compactors. Smaller lift heights shall be provided as necessary to achieve the degree of compaction specified.

Backfill material beneath paved areas or future paved areas and within 5 feet of paved areas or future paved areas shall be consolidated as follows: Within 3 feet of the subgrade 95% of maximum dry density, below 3 feet from the subgrade to 1 foot above the pipe 90% of maximum dry density, as determined by the modified Proctor Test (ASTM D1557).

Backfill material placed in all other areas shall be compacted to the point where no additional consolidation can be observed from the compaction and backfill equipment being used.

Backfill material not meeting the compaction specification shall be recompacted by contractor at no cost to the department. Cost for additional testing on recompacted material shall be at contractor's expense.

Contractor shall maintain all backfilling, resurfacing, repaving, and other surface improvements constructed under this project. Contractor shall, upon proper notice from the department, make all repairs in surfaces of trenches and excavations. All expenses incurred by the department and/or contractor in making repairs and all expenses in maintaining trench and excavation surfaces shall be at the expense of contractor regardless of the material used in backfilling trench excavations. The City of Whitewater reserves the right to make all emergency repairs necessary to make safe all streets and walks at the expense of contractor regardless of the material used in backfilling trench excavations.

Contractor shall be responsible for controlling dust dispersion during utility and street construction. Remedial actions required as a result of inadequate dust control shall be contractor's responsibility. To control dust, contractor shall apply calcium chloride or ammonium lignin sulfonate in 12 to 14% solution or other dust control acceptable to the engineer. Prior to application of dust palliative, the street shall be graded smooth.

#### **C.7 Water Main Testing**

Contractor shall furnish all water and other materials, equipment and labor necessary to disinfect all new water mains and all existing water mains disturbed by construction. Testing shall conform to AWWA C651. Contractor shall notify the Health Department to observe sterilization test and shall coordinate and bear cost for necessary laboratory testing and shall provide safe bacteriological sample results to engineer prior to placing the water main in service. Sampling and testing shall be scheduled to complete the work within the contract timeframe. Items of material for testing shall be furnished in the size and quantity necessary to properly complete the test. Interruption or delay of contractor's work progress caused by testing and sampling shall not be cause for extra payment nor shall they be cause for extension of contract time.

Contractor shall conduct hydrostatic pressure tests and leakage tests of all joints according to the requirements of AWWA C600 for iron pipe. During performance of the hydrostatic pressure test, water main shall be subjected to a minimum pressure of at least 50% above normal working pressure with a minimum pressure 125 psi. All air shall be removed from the main during testing. This shall be done by flushing, by installing corporations at high points, or by releasing air at valves at high points. Test pumping equipment used shall be centrifugal pumps or other pumping equipment that will not place shock pressures on the main. Power plunger pumps will not be permitted for use on closed pipe systems. Pumps shall be disconnected during test periods.

Prior to conducting the pressure and leakage test, contractor shall backfill the trench for its full depth. All bends and special connections to the main shall be adequately blocked and tied prior to the test. Any damage caused to the main or its appurtenances during performance of these tests shall be corrected by contractor at its expense.

Contractor shall keep a record of all tests performed. These records shall show the individual lengths of main tested and test results.

Where connections are made to existing mains, it shall be the responsibility of contractor to provide the necessary hydrostatic tests on all new mains installed. This may necessitate, but is not limited to, the installation of temporary valves to isolate the new system from the existing system. All materials, work, and equipment necessary for this work shall be furnished by contractor at its expense.

All testing of pipelines shall proceed concurrently with installation. Contractor is advised that it may be advantageous to conduct dialing preliminary testing of its work.

Water from disinfection testing shall not be discharged to a stream, creek, river, storm sewer tributary thereto, or to a navigable water without first neutralizing the chlorine residual in the water and complying with local, state, and federal laws thereto.

Contractor shall provide all equipment, labor and materials necessary to perform continuity testing of all ductile iron water mains installed. Tests shall be performed using an ohmmeter to assure that electrical continuity exists across all joints. Contractor shall make all necessary repairs to establish continuity across joints.

All testing of utility facilities shall be completed between 8:00 AM and 3:00 PM, Monday through Friday.

#### **C.8 Temporary Water Main and Service Connections**

Temporary water main and service connections, if needed, shall include all equipment, labor, materials, coordination, and incidentals required maintain water service during reconstruction of the water main and shall be incidental to water system distribution items. This temporary water main will provide potable water to structures through a number of connection techniques to the structure which may include but not be limited to connection to outdoor hose bibs or temporary connection underground at the existing water service.

All materials used in the Temporary Water Main and Service Connections shall be acceptable for use in potable water systems and comply with applicable AWWA and Wisconsin NR codes. The system shall be capable of withstanding pressures a minimum static pressure of 125 psi and shall be free of leaks.

Typical temporary water main systems are made of flexible HDPE piping or NSF Schedule 80 PVC. Connections to existing water services and structures may require a wide variety of fittings to make each individual connection.

The temporary water main and service connections shall be constructed in locations that will not interfere with other construction activities and allows continuous access to driveways. Contractor shall protect the temporary water main at all times by means and methods of its choosing.

Contractor shall furnish all water and other materials, equipment and labor necessary to disinfect the temporary water mains and all existing water mains disturbed by construction. Testing shall conform to AWWA C651. Contractor shall notify the Health Department to observe sterilization test and shall coordinate and bear cost for necessary laboratory testing and shall provide safe bacteriological sample results to engineer prior to placing the water main in service. Sampling and testing shall be scheduled to complete the work within the contract timeframe. Items of material for testing shall be furnished in the size and quantity necessary to properly complete the test. Interruption or delay of contractor's work progress caused by testing and sampling shall not be cause for extra payment nor shall they be cause for extension of contract time.

Contractor shall conduct hydrostatic pressure tests and leakage tests of all temporary water mains according to the requirements of AWWA C600 for iron pipe. During performance of the hydrostatic pressure test, water main shall be subjected to a minimum pressure of at least 50% above normal working pressure with a minimum pressure 125 psi. All air shall be removed from the main during testing. This shall be done by flushing, by installing corporations at high points, or by releasing air at valves at high points. Test pumping equipment used shall be centrifugal pumps or other pumping equipment that will not place shock pressures on the main. Power plunger pumps will not be permitted for use on closed pipe systems. Pumps shall be disconnected during test periods.

#### **D** Measurement

The department will measure Water Main, Ductile Iron (DI), (size) in length by the linear foot, acceptably completed.

The quantity measured includes construction through valves and other fittings. Tees, reducers, sleeves, and bends will be measured and paid as water main. All water main less than 8-Inch in size will be considered incidental.

#### 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 Main, Ductile Iron (DI), 8-Inch	LF
SPV.0090.15	Water Main, Ductile Iron (DI), 12-Inch	LF

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials or fittings, bedding and cover materials, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 67. Water Main Insulation, Item SPV.0090.16.

#### A Description

This special provision describes furnishing and installing polystyrene insulation to insulate water mains and/or copper water services.

#### **B** Materials

Water Main Insulation shall be one sheet of 4-inch thick by 8 foot by 4 foot sheets of extruded polystyrene board.

#### **C** Construction

Insulation is required for all Water Main and Laterals at locations where there is less than 6.5 feet of cover to finished grade and where water main crosses vertically within 3 feet of a proposed storm sewer or culvert pipe.

#### **D** Measurement

The department will measure Water Main Insulation in length by the linear foot, acceptably completed. Measurement is along the centerline of the installed water main or copper water service and includes the length through bends and tees.

# 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	Water Main Insulation	LF

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials or fittings, bedding and cover materials, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 68. Water Main Rock Excavation, Item SPV.0090.17.

#### A Description

This special provision describes water main rock excavation as hereinafter provided.

#### **B** Materials

Classify rock excavation for water main or water service line as specified for rock excavation in standard spec 205.2.3, except include rock boulders with a volume of 1/2 cubic yard or more.

# C Construction

Perform water main rock excavation operations according to standard spec 205.3.7.

Excavate the trench to a depth of at least 6 inches below the bottom of the pipe.

#### **D** Measurement

The department will measure Water Main Rock Excavation by the linear foot, acceptably completed, along the centerline of the water main utility trench or water service line trench where rock excavation is required, regardless of the vertical depth from the top of the rock to the bottom of the excavated rock.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.17	Water Main Rock Excavation	LF

Payment is full compensation for all water main rock excavation and disposal.

# 69. Sanitary Lateral, 4-Inch, Item SPV.0090.18; 6-Inch, Item SPV.0090.19.

#### **A** Description

This work consists of furnishing and installing new sanitary sewer laterals as shown on the plans and according to the Standard Specifications for Sewer and Water in Wisconsin and as hereinafter provided.

#### **B** Materials

Sanitary Sewer laterals shall be PVC pipe as specified in Sanitary Sewer, Polyvinyl Chloride (PVC).

Branches (tees and wyes) shall be of the same material as the main. Fittings for laterals shall be of the same material as the lateral pipe unless special fittings are needed for transition between material types or sizes or standard fittings are not manufactured. Where the wye or tee branches and laterals are of dissimilar materials, contractor shall provide a transition coupling for the connection.

#### **C** Construction

Contractor shall furnish and install sanitary sewer laterals as shown on the plans or requested by engineer. Under normal circumstances, service laterals will be installed within the right-of-way or easement to serve all existing building and all platted lots. In certain cases, only wye or tee branches will be installed to vacant lots. Service laterals shall consist of a branch fitting at the main and extension of the specified lateral pipe to the end of lateral as called for and requested. All necessary fittings shall be furnished and installed to complete the installation as shown on the plans.

Wherever shown on the plans or requested by engineer, wye to tee branches shall be provided for use in making sanitary sewer service connections. Unless otherwise shown on the plans, all wye or tee branches for sanitary sewer service lateral connections to single-family residences or other structures shall be 6-inch diameter.

Sanitary sewer service branches shall be turned so that the branch is at an angle of 30 degrees or 45 degrees with the horizontal.

Under normal conditions unless otherwise shown on the plans, or requested by engineer, all service laterals shall be Standard Laterals, Type 1, as shown on the plans. Service laterals of Types 2 through 6 may be requested by engineer to meet field conditions.

It is the general intent to install Modified Laterals, Type 2, 4, or 5 for service to homes that presently have shallow or no basements or where the depth to groundwater at the end of the lateral is shallow. Types 3 and 6 riser are only to be provided where shown on the plans.

Except for those branches that are to be used for extending sanitary sewer service laterals, wye and tee branches shall be closed with airtight stoppers blocked to withstand air test pressures.

A complete and accurate tabulation of length, depth, and location of all branches, risers, and laterals shall be kept by the contractor on cards available from engineer. Measurements shall be made from the nearest downstream manhole. Lateral installation shall meet these specifications and filed conditions are the responsibility of the contractor. Problems occurring because of failure to provide proper installation or proper records shall be corrected by contractor at its expense.

No installed lateral shall be backfilled until engineer has been notified that the lateral is complete and reasonable time is allowed for observation of the work.

#### **D** Measurement

The department will measure Sanitary Lateral, (size) in length by the linear foot, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.18	Sanitary Lateral, 4-Inch	LF
SPV.0090.19	Sanitary Lateral, 6-Inch	LF

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials or fittings, wyes, bedding and cover materials, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 70. Sanitary Sewer, Polyvinyl Chloride (PVC), SDR 35 8-Inch, Item SPV.0090.20; SDR 35 10-Inch, Item SPV.0090.21.

This work consists of excavating required trenches or tunnels, placing bedding and cover materials, laying therein the sanitary sewer pipe of the size and type specified, tees, wyes, risers and all required fittings; all sheeting and shorings, backfilling and compacting the trenches, testing, and restoring the work site.

# **B** Materials

Provide polyvinyl chloride (PVC) sewer pipe meeting the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings of the American Society for Testing Materials, Serial Designation D3034 for pipe sizes 4-inch through 15-inch.

All PVC sewer pipe shall have maximum standard dimension ratio (SDR) of 35.

Provide the wall thickness conforming to requirements for a T-1 wall. Provide PVC material with a cell classification 12454-B or 12454-C as defined in ASTM D1784 with minimum modules of elasticity of 400,000 psi in tension. Provide a minimum pipe stiffness of 46 psi when tested according to ASTM D2412.

Provide pipe and fittings that are the product of one manufacturer with experience records substantiating acceptable performance of the pipe to be furnished.

Provide injection molded fittings.

Acceptance of piping will be subject to tests conducted by an approved testing agency according to ASTM D3034 and/or ASTM F679.

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

Provide elastomeric type joints for pipes 4 inch or larger and elastomeric or solvent cement for pipes less than 4 inch.

Provide elastomeric joints with a bell and spigot joint conforming to ASTM D3212 sealed by a rubber gasket conforming to ASTM F477 so that the assembly will remain watertight under all conditions of service, including the movements resulting from the expansion, contraction, settlement and deformation of the pipe. Form bells integrally with the pipe so they contain a factory installed positively restrained gasket.

Assemble solvent cement joints using solvent cement obtained from the pipe manufacturer, which conforms to the requirements of ASTM D2564.

The assembled joint shall pass the performance tests as required in ASTM D3212.

Provide bedding material made by crushing sound limestone or dolomite ledge rock, or crushed gravel aggregate. Provide the material that is hard and durable meeting the following gradation specifications.

#### **BEDDING STONE GRADATION**

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<u>Sieve Size</u>	Gradation No. 1	Gradation No. 2	Gradation No. 3
1 inch	100		
3/4 inch	90 to 100		
1/2 inch		100	100
3/8 inch	20 to 55	90 to 100	
No. 4	0 to 10		75 to 100
No. 8	0 to 5	0 to 15	
No. 30		0 to 3	
No. 100			10 to 25

#### Percentage by Weight Passing

Material native to the trench cannot be used for bedding material.

Provide the engineer with a sieve analysis of the bedding material for review prior to starting construction.

Material which is to be placed from the bedding material to 12 inches above the top of the pipe will be termed cover material. Backfill all trenches by hand to 12 inches above the top of the pipe with cover material. Deposit cover material in the trench for its full width on each side of the pipe, fittings and appurtenances simultaneously in 1-inch layers and compact using hand tamping bars and/or mechanical tampers. Use special care in placing cover material so as to avoid injury to the pipe. Provide cover material consisting of durable granular particles ranging in size from fine to a maximum size of 3/4-inch. Unwashed bank run sand and crushed bank run gravel will be considered generally acceptable cover material. Provide cover material conforming to the following gradation specifications:

#### **COVER MATERIAL GRADATION**

Sieve Size	Percentage by Weight Passing
1 inch	100
3/4 inch	85 to 100
3/8 inch	50 to 80
No. 4	35 to 65
No. 40	15 to 30
No. 200	5 to 15

Native trench materials may be used for cover material if they substantially conform to the above gradation specifications.

Bedding material may be substituted for cover material when requested by the contractor and approved by the engineer, except where polyethylene encasement is used.

Bed all sanitary sewer pipe and related appurtenances using Class "B" bedding as shown on the plans conforming to Gradation No. 1.

#### C Construction

**C1** Alignment and Grade – General. Lay and install utility lines to the lines and grades specified with valves, fittings, manholes, and other appurtenances at the specified locations; spigots centered in bells; and all manholes and riser pipes plumb. Unless otherwise noted, service lines shown on the plans are approximate.

**C.2 Deviations Occasioned by Existing Improvements.** Wherever significant obstructions not shown on the plans are encountered during the progress of the work and interfere to such an extent that an alteration in the plan may be necessary, the engineer will have the authority to change and request a deviation from the line and grade or arrange with the owners of the structure for the removal, relocation or reconstruction of the obstructions. Existing items unnecessarily damaged during the performance of this contract shall be repaired and replaced at the expense of the contractor.

**C.3 Caution in Excavation.** Proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures may be determined. The contractor will be held responsible for the repair of such structures when broken or otherwise damaged because of carelessness on the part of the contractor.

**C.4 Excavation and Preparation Of Trench – General.** Dig the trench so that the pipe can be laid to the alignment and depth specified. Unless otherwise allowed by the engineer, trenches shall not be excavated more than 100 feet in advance of pipe laying.

**C.5 Excavation to Grade.** Finish the trench to the depth necessary to provide a uniform and continuous bearing and support for the pipe on the bedding material provided at every point between bell holes. Any part of the bottom of trench excavated below the specified grade shall be corrected with bedding material, thoroughly compacted in place. Shape and finish the bedding with hand tools to fit the bottom quadrant to the pipe.

Pile all excavated material in a manner that will not endanger the work. Conduct the work in such a manner that pedestrian and motor traffic is not unnecessarily disrupted. Fire hydrants, valve boxes and manholes shall be left unobstructed. Gutters shall be kept clear or other satisfactory provisions made for street drainage, and natural water courses shall not be obstructed.

Remove excavated material designated by the engineer as being undesirable for backfilling immediately as excavation progresses. All undesirable and surplus material must be disposed of according to standard spec 205.3.11.

**C.6 Width of Trench.** The contractor shall be responsible for determining and providing the minimum width necessary to provide a safe trench according to current OSHA standards and all other applicable standards. Pay items related to maximum trench widths shall not limit the contractor's responsibility to provide safe trench conditions.

The width of trench below the outside top of the pipe shall be as shown in the following table for the sizes listed. A minimum clearance of 8 inches between the outside of the pipe barrel and the trench wall at the pipe spring line shall be maintained. If sheeting is used, the trench width will be measured as the clear distance between inside faces of the sheeting.

Internal Pipe Diameter	Trench Width
<u>(Inch)</u>	<u>(Inch)</u>
4	30
6	30
8	36
10	36
12	36
15	36
18 and Larger	See engineer

MINIMUM WIDTH OF TRENCH BELOW TOP OF PIPE

Where the width of trench below the outside top of the pipe barrel cannot be otherwise maintained within the limits shown above, the contractor, at his own expense, shall furnish an adequate pipe installation for the actual trench width which will meet design conditions. This may be accomplished by furnishing higher class bedding, a stronger pipe, concrete cradle, cap or envelope or by driving sheeting prior to excavation to subgrade. Removal of sheeting below the top of the pipe, if allowed by the engineer, shall be gradual during backfilling.

If the maximum trench width is exceeded for any reason other than by request of the engineer, the concrete cradle, cap, sheeting, bedding or the stronger pipe shall be placed by the contractor at his own expense. Where the maximum trench width is exceeded at the written request of the engineer, the concrete cradle, cap, sheeting, bedding, or stronger pipe will be paid for on the basis of the unit price bid. Keep the top width of trench excavation as narrow as is reasonably possible, and acceptable, to minimize pavement damage.

**C.7 Width of Trench - Thermoplastic Pipe.** The trench width for flexible pipe shall be the greater of twice the pipe outside diameter or the maximum trench width specified for rigid pipe, whichever is greater.

**C.8 Braced and Sheeted Trenches.** Sheet and brace open-cut trenches as required by any governing state laws and municipal ordinances and as may be necessary to protect life, property, improvements or the work. Protect underground or aboveground improvements to be left in place and, if damaged, repair or replace at the expense of the contractor.

Sheeting and bracing which is to be left in place must be removed for a distance of 4 feet below the established street grade or existing surface of the street, whichever is lower. Trench bracing, except that which is left in place, may be removed after backfilling has been completed or has been brought up to such an elevation as to permit its safe removal.

**C.9 Pipe Installation – General.** Prior to commencing pipe laying, notify the engineer of the intended date for starting work. The engineer may request the removal and relaying of pipe installed prior to notification of the engineer at the contractor's expense.

Provide and use proper implements, tools, and facilities for the safe and convenient prosecution of the work. Carefully lower all pipe, fittings, and appurtenances into the trench, piece by piece, with a crane, rope or other suitable tools or equipment, in such manner as to prevent damage to materials. Under no circumstance shall pipe be dropped or rolled into the trench.

Provide materials as shown on the plans or as specified herein.

**C.10 Material Inspection.** Inspect the pipe, fittings, and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Remove defective material from the job site. Provide material that is clean and free of deleterious substances prior to use in the work.

**C.11 Bedding and Cover.** Immediately prior to placing the pipe, shape the trench bottom by hand to fit the entire bottom quadrant of the pipe. If pipe is of the bell and spigot type, provide bell holes to prevent the bell from supporting the backfill load. Bell holes shall be large enough to permit proper making of the joint but not larger than necessary to make the joint. All adjustments to line and grade must be done by scraping away or filling in bedding material under the body of the pipe. Any fill used must be bedding material. If necessary to obtain uniform contact of the pipe with the subgrade, a template shall be used to shape the bedding material. All pipe shall be bedded in bedding material at least 4 inches thick. Perform all necessary excavation and furnish all necessary material to provide this bedding.

**C.12 Pipe Laying.** Lay all pipe accurately to the line and grade as designated. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be joined or of the factory made jointing material shall be clean and dry. Use lubricants, primers, adhesives, and other joint material and install as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of watertightness specified. Furnish pertinent specifications from the joint and pipe manufacturer that outline procedures to be followed in making the joint to the engineer.

At times when pipe laying is not in progress, close the open ends of pipe with plugs to prevent the entry of foreign material. Remove all foreign material from the pipe prior to acceptance.

After placing a length of pipe in the trench, center the spigot end in the bell and force the pipe home and bring to correct line and grade. Secure the pipe in place with specified backfill material tamped around it except at the bells. Keep trenches water-free during bedding, laying, and jointing and for as long a period as necessary to permit proper execution of the work.

Pipe shall be brought home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor-powered excavation equipment.

Install sanitary sewer to an elevation tolerance of plus or minus 0.03 feet of the plan elevation or elevation provided on the grade sheet at any point along the main.

Install wyes, tees, and special as called for on the plans or as requested by the engineer. In general, joint wyes, tees, and specials with the same type of joint as used in the main.

In joining two dissimilar types of pipe, use manufactured adaptors and fittings.

Do not exceed joint deflection limits established by the pipe manufacturer for the pipe and joint being used.

**C.13 Portable Trench Box.** Whenever a portable trench box or shield is used, take special precautions so as not to pull already jointed pipe apart or leave voids around the pipe wall. Whenever possible keep the bottom edge of the box at a level approximately even with the top of pipe. Place cover material to at least the top of pipe before moving the box ahead.

**C.14 Backfilling.** Backfill material shall be that material placed between the top of cover material to the subgrade for placement of restoration materials.

When the type of backfill material is not otherwise specified, the contractor may backfill with the excavated material, provided that such material consists of loam clay, sand, gravel or other materials that, in the opinion of the engineer, are suitable for backfilling.

All backfill material must exceed 35°F and be free from frost cinders, ashes, refuse, vegetable or organic matter, boulders, rocks, or stone, frozen lumps or other material which in the opinion of the engineer is unsuitable. From 12 inches above the top of the pipe to the trench subgrade, well-graded material containing stones up to 8-inch in their greatest dimension may be used, unless otherwise specified.

**C.15 Granular Backfill.** When called for on the plans or requested by the engineer, provide granular backfill material consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination. Sufficient fine material must be present to fill all the voids in the coarse material. No stones over 3-inch or clay lumps will be allowed.

**C.16 Placement.** Backfill all trenches using specified material so that excessive lengths of trench are not left open. In general, the backfilling operation shall proceed so that no more than 100 feet of trench is open behind the pipe laying operation.

Leave backfill below the original surface to allow for placement of restoration materials including pavement, base course, concrete, topsoil, or sod. When settlement occurs, restore the surface improvements at contractor's expense, so as to maintain the finished surface.

**C.17 Backfill Consolidation.** Consolidate all trenches as specified in this Section for the entire depth and width of the trench.

Consolidate by use of smooth surface vibratory compactors or backhoe-operated hydraulic compactors for granular materials and rotating segment pad mechanisms for loam/clay soils. The lift height shall not exceed 8 inches for walk-behind hand-operated vibratory compactors and segmented pad. Lift height shall not exceed 24 inches for self-propelled vibratory drum or backhoe-operated hydraulic compactors. Provide smaller lift heights as necessary to achieve the degree of compaction specified.

Backfill material beneath paved areas or future paved areas and within 5 feet of paved areas or future paved areas shall be consolidated as follows: Within 3 feet of the subgrade 95% of maximum dry density, below 3 feet from the subgrade to 1 foot above the pipe 90% of maximum dry density, as determined by the modified Proctor Test (ASTM D1557).

Unless otherwise specified, compact backfill material placed in other areas to the point where no additional consolidation can be observed from the compaction equipment being used.

Recompact backfill material not meeting the compaction specification at no cost to the department. Cost for additional testing on recompacted material will be at the contractor's expense.

#### C.18 Dewatering

Contractor shall, at its own expense, keep the excavation clear of water while structures and appurtenances are being built, utilities are being installed, and fill and backfill is being compacted. Contractor shall at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies, including power outages, and shall have available at all times competent workers for the operation of the pumping equipment. The dewatering systems shall not be shut down between shifts, on holidays or weekends, or during work stoppages.

All dewatering shall be done according to applicable federal, state, and local code requirements.

Under no conditions shall the work be laid in or under water. No water shall flow over the work until the joints are complete or the concrete has set. Wherever necessary, contractor shall excavate in advance of the completed work, lead the water into sumps or pump wells, and provide erosion control measures to prevent water or sediment damage.

The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work and for forming of all dams, digging sumps or pump wells, bailing and pumping, and erosion control shall be borne by contractor. Any permits necessary for the dewatering operations shall be obtained and paid for by contractor. No extra payment will be made for dewatering of the trench whether accomplished by the use of sumps and pumps, well point systems, or deep wells.

Contractor's dewatering system shall ensure that soils within the trench will not be destabilized by hydrostatic uplift pressures from adjacent groundwater. If conditions warrant, contractor shall furnish and install well point systems or deep wells. Spacing and depth of well points or wells shall be adequate to lower the piezometric level to at least 2 feet below the bottom of the excavation. Additional lowering shall

be provided as necessary to create a stable subgrade. The control of groundwater shall be such that softening or heaving of the bottom of excavations or formation of quick conditions or boils shall be prevented. Dewatering systems shall be designed and operated to prevent the migration or removal of soils. In areas where rock is encountered, the water level shall be kept at or below top of rock but at least 6 inches below bottom of concrete. Additional rock shall be removed as needed to provide clearances.

Contractor shall take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding, or other damage. The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Any such facilities and structures damaged shall be repaired or replaced to the satisfaction of their owner.

In areas where continuous operation of dewatering pumps is necessary, contractor shall avoid noise disturbance to nearby residences and businesses to the greatest extent possible by using electric driven pumps, intake and exhaust silencers, or housing to minimize noise.

The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted fill or backfill, and prevent floatation or movement of all structures and pipelines.

**C19 Testing.** Televise completed sections of the sanitary sewer main. Provide a report and color video tape taken by a 360-degree radial-view camera for closeup view showing all completed work according to NASCO PACP Standards.

Conduct testing on all new pipe lines as specified below.

Utility installations that fail to meet the test limits shall be repaired. In general, defective pipe installations should be uncovered and relaid, with new pipe if necessary, to repair the defect. Under no circumstances shall defects be sealed from the interior of the pipe, and only where specifically allowed by engineer, shall defects be sealed from the exterior of the pipe.

All sanitary sewer gravity mains shall be tested for leakage after installation of laterals and placement of backfill. Leakage testing of thermoplastic sanitary sewer gravity mains shall be conducted according to ASTM F1417. Testing of rigid sanitary sewer mains shall be according to ASTM C828 for clay pipe and ASTM C1214 for concrete pipe. Keep a record of all tests performed. These records shall show the individual lengths of main tested and test results.

Sewers 18 inches and larger may be tested for leakage by infiltration or exfiltration in lieu of vacuum testing. Concrete pipe shall be tested per ASTM C969 except as modified herein. If groundwater is 2 feet or more above the sewer, measurements will be taken to determine the rate of infiltration into the sewer. If groundwater is below 2 feet above the sewer, the stretch of sewer shall be plugged at its downstream end and water shall be placed inside the sewer to provide a minimum of 4 feet of head above the upstream end.

Measurements will then be taken to determine the rate of leakage out of the sewer. Furnish all labor and materials necessary for making the tests. The allowable leakage shall be as indicated below for final acceptance.

At the conclusion of construction and before final acceptance of the work, the downstream end of all sanitary sewer will be measured for infiltration. Allowable infiltration shall not exceed 100 gallons/inch of pipe diameter/mile/day for that portion of the work under groundwater. If infiltration is exceeded, the leak or leaks shall be located and repaired.

Prepare all pipeline for testing and shall furnish all equipment, materials, tools, and labor necessary for performance of the tests. Equipment for the low pressure air test of gravity mains shall be equal in all operational aspects to that as furnished by Cherne Industrial, Inc., United Survey, Inc., or equal.

All PVC pipe used for sanitary sewer shall be tested for vertical deflection. Maximum deflection after completion of backfilling shall be 5% of the inside pipe diameter. Testing shall not be started until trench backfill has been in place for 30 days. Keep a record of all tests performed. These records shall show the individual lengths of main tested and test results. Deflection shall be measured by pulling a mandrel with a vertical diameter equal to 95% of the pipe inside diameter through the line, after thoroughly flushing the lines to be tested. The testing device shall be controlled using cables at both the upstream and downstream manholes. The testing device must pass freely through the sewer without the use of unreasonable force on the control cables. Any line that will not pass the test cylinder will not be accepted until the faulty sections have been removed and replaced and the line retested.

Testing of utility facilities shall be completed between 8:00 AM and 3:00 PM, Monday through Friday.

**C20 Temporary Wastewater Control.** Temporary wastewater control, if needed, shall include all equipment, labor, materials, coordination, and incidentals required to control or divert sanitary sewer flows during reconstruction of the sanitary sewer and shall be incidental to sanitary sewer items. This shall include pumps with adequate capacity of 100 g.p.m. and all associated equipment required to maintain a functioning sanitary sewer system during construction. At no time shall the normal flow of wastewater in sanitary sewer service laterals be disrupted without prior approval from the engineer. This condition shall also hold at the time of connection of an existing lateral to the new sewer main. If the contractor elects to use bypass pumping as a means of wastewater control, the methods, equipment, type of hose, etc. shall be subject to approval by the engineer. Hoses crossing streets, driveways, parking areas, etc., are to be ramped over to prevent damage to hoses. Spillage of wastewater is to be contained within the trenches and disposed of downstream to previously installed sewer piping. No spillage of wastewater to adjacent streets, lawns, etc. shall be tolerated. If any such spillage should occur, all construction operations shall cease. Cleanup shall commence immediately and be completed prior to the resumption of any construction operations

#### **D** Measurement

The department will measure Sanitary Sewer, Polyvinyl Chloride (PVC), SDR 35 (size) in length by the linear foot, acceptably completed.

Where utility pipes are connected by structures, the length of the pipe considered for payment will be measured from the inside wall to inside wall of connecting structures.

#### **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, Polyvinyl Chloride (PVC), SDR 35 8-Inch	LF
SPV.0090.21	Sanitary Sewer, Polyvinyl Chloride (PVC), SDR 35 10-Inch	LF

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials or fittings such as mainline wyes or tees, bedding and cover materials, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 71. Sanitary Force Main, Polyvinyl Chloride (PVC), C900 6-Inch, SPV.0090.22.

#### **A** Description

This work consists of furnishing and installing sanitary force main as shown on the plans according to the Standard Specifications for Sewer and Water construction in Wisconsin and as hereinafter provided.

#### **B** Materials

Polyvinyl Chloride (PVC) pressure rated pipe shall conform to the requirements of AWWA C900 for pipe from 4 inches through 12 inches in diameter. Pipe shall be furnished with integral elastomeric bell and spigot joints.

PVC pipe outside diameter shall conform to ductile iron pipe sizes (DIPS). The type of PVC material, nominal pipe size, standard dimension ratio, and pressure rating shall be not less than pressure class 235 and not greater than dimension ratio 18.

Markings on the pipe shall include the following: Nominal pipe size, type of plastic pipe material, DR number, AWWA Designation with which the pipe complies, and the manufacturer's name.

Contractor shall furnish certification data representing each class of pipe or fitting furnished. The certification report shall clearly state that all pipe and fittings furnished meet the appropriate AWWA specification.

Pipe shall be provided with mechanical joints or push-on joints. Fittings shall be cast iron or ductile iron.

Joints, fittings, and gaskets shall have the same rated working pressure of the pipe in which they are installed but no less than a minimum rated working pressure of 150 psi. Fittings shall be cement-mortar lined and asphaltic coated inside and shall be shop primed or asphaltic coated outside as specified above for the piping in which they are being installed.

Joints, fittings and gaskets for buried piping shall be mechanical joint or push-on joint conforming to AWWA C110 and AWWA C111, as well as AWWA C153 (compact), with vulcanized styrene butadiene rubber gaskets conforming to AWWA C111.

Bolts on mechanical joints shall be high-strength low-alloy steel (Corten, or equal) conforming to AWWA C111; a certificate to that effect shall be provided.

Pipe restraint fittings shall be provided as follows:

- a) For PVC pipe with ductile iron mechanical joint fittings-MEGALUG Series 2000 PV, 1100SV, or 2000 SV by EBBA Iron Sales, Inc.; Series D-SLCE or PVM by Sigma; Series 1000C or 4000 by Star Pipe Products; or equal.
- b) For PVC pipe with PVC push-on joints (not solvent welded)-MEGALUG Series 1100HV, 1900, or 2800 SV by EBBA Iron Sales, Inc.; Series SLCEH, PWP, or D-PWP by Sigma; Series 4100 P by Star Pipe Products; or equal.

Gland body, wedges, and wedge actuating components shall be ductile iron conforming to ASTM A536 Grade 65-45-12. Bolts and tie rods shall be high-strength low-alloy steel conforming to AWWA C111.

#### C Construction

#### C.1 General

Prior to commencing pipe laying, contractor shall notify engineer of the intended date for starting work. Engineer may request at contractor's expense the removal and relaying of any pipe which was installed prior to notification of the engineer.

Proper implements, tools, and facilities shall be provided and used contractor for the safe and convenient prosecution of the work. All pipe, fittings, and appurtenances shall be carefully lowered into the trench piece-by-piece with a crane, rope, or other suitable tools or equipment, in such manner as to prevent damage to materials. Under no circumstance shall pipe be dropped or rolled into the trench.

Contractor shall inspect the pipe, fittings, and appurtenance for defects when delivered to the jobsite and prior to lowering into the trench. Defective material shall be removed from the jobsite. All material shall be cleaned and fee of deleterious substances prior to use in the work.

Where significant obstructions not shown on the plans are encountered during the progress of the work, contractor shall notify the city and engineer and protect the facilities. Existing items unnecessarily damaged during the performance of the work shall be repaired and replaced and the expense of the contractor.

Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures may be determined and shall be held responsible for the repairs of such structures when broken or otherwise damages because of carelessness on its part.

The trench shall be dug so that the utilities can be laid to the alignment and depth specified. Unless otherwise allowed by the engineer, trenches shall not be excavated more than 100 feet in advance of pipe laying. Earth excavation shall include all excavation except rock. Included in earth excavation shall be the removal of street paving of all types, existing structures, existing improvements, and trees smaller than 4 inches in diameter measured 4 feet above the ground, all as necessary to complete the pipe installation.

#### C.2 Excavation To Grade

The trench shall be finished to the depth necessary to provide a uniform and continuous bearing and support for the pipe on the bedding material provided at every point between bell holes. Any part of the bottom of trench excavated below the specified grade shall be corrected with bedding material, thoroughly compacted in place. The bedding shall be shaped and finished with hand tools to fit the bottom quadrant to the pipe.

All excavated material shall be piled in a manner that will not endanger the work. Stockpiles not for immediate backfilling shall have silt fences placed around their perimeter for erosion control. The work shall be conducted in such a manner that pedestrian and motor traffic is not unnecessarily disrupted. Fire hydrants, valve boxes and manholes shall be left unobstructed. Gutters shall be kept clear or other satisfactory provisions made for street drainage, and natural water courses shall not be obstructed.

Excavated material designated by engineer as being undesirable for backfilling and all surplus excavated material shall be immediately removed as excavation progresses. All such material shall be disposed of in an environmentally safe manner according to local, state, and federal regulations. No such materials shall be disposed of in wetlands, floodplains, or other environmentally sensitive areas. Disposal sites are also subject to approval of the department. All undesirable and surplus material disposed of must be leveled off and graded to rough elevations as determined by the department. Appropriate erosion control measures shall be provided and maintained at disposal sites until disposal is complete and the disposal site is permanently stabilized.

Contractor shall remove bituminous pavement and road surface as a part of the trench excavation. The width of pavement removed shall be the minimum possible, and acceptable, for convenient and safe installation of utilities and appurtenances.

All bituminous pavement shall be cut on neat, straight lines and shall not be damaged beyond the limits of the trench.

Where it is necessary to trench through concrete pavement, a strip shall be sawed and removed in such a manner as not to disturb the remainder of the pavement. Paving and undermining of existing concrete pavement shall be prevented by contractor. If contractor unnecessarily removes or damages pavement or surfaces beyond limits acceptable to engineer, such pavement and surfaces shall be replaced or repaired at the expense of contractor.

#### C3 Dewatering

Contractor shall, at its own expense, keep the excavation clear of water while structures and appurtenances are being built, utilities are being installed, and fill and backfill is being compacted. Contractor shall at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies, including power outages, and shall have available at all times competent workers for the operation of the pumping equipment. The dewatering systems shall not be shut down between shifts, on holidays or weekends, or during work stoppages.

All dewatering shall be done according to applicable federal, state, and local code requirements.

Under no conditions shall the work be laid in or under water. No water shall flow over the work until the joints are complete or the concrete has set. Wherever necessary, contractor shall excavate in advance of the completed work, lead the water into sumps or pump wells, and provide erosion control measures to prevent water or sediment damage.

The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work and for forming of all dams, digging sumps or pump wells, bailing and pumping, and erosion control shall be borne by contractor. Any permits necessary for the dewatering operations shall be obtained and paid for by contractor. No extra payment will be made for dewatering of the trench whether accomplished by the use of sumps and pumps, well point systems, or deep wells.

Contractor's dewatering system shall ensure that soils within the trench will not be destabilized by hydrostatic uplift pressures from adjacent groundwater. If conditions warrant, contractor shall furnish and install well point systems or deep wells. Spacing and depth of well points or wells shall be adequate to lower the piezometric level to at least 2 feet below the bottom of the excavation. Additional lowering shall be provided as necessary to create a stable subgrade. The control of groundwater shall be such that softening or heaving of the bottom of excavations or formation of quick conditions or boils shall be prevented. Dewatering systems shall be designed and operated to prevent the migration or removal of soils. In areas where rock is encountered, the water level shall be kept at or below top of rock but at least 6 inches below bottom of concrete. Additional rock shall be removed as needed to provide clearances.

Contractor shall take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding, or other damage. The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Any such facilities and structures damaged shall be repaired or replaced to the satisfaction of their owner.

In areas where continuous operation of dewatering pumps is necessary, contractor shall avoid noise disturbance to nearby residences and businesses to the greatest extent possible by using electric driven pumps, intake and exhaust silencers, or housing to minimize noise.

The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted fill or backfill, and prevent floatation or movement of all structures and pipelines.

#### C4 Width of Trench

Contractor shall be responsible for determining and providing the minimum width necessary to provide a safe trench according to current OSHA standards and all other applicable standards. The top width of trench excavation shall be kept as narrow as is reasonably possible and acceptable to minimize pavement damage. Pay items related to maximum trench widths shall not limit contractor's responsibility to provide safe trench conditions.

The width of trench below the outside top of the pipe shall be as shown in the following table for the sizes listed. A minimum clearance of 8 inches between the outside of the pipe barrel and the trench wall at the pipe spring line shall be maintained to allow for bedding and haunching. If sheeting is used and is going to remain in place, the trench width shall be measured as the clear distance between inside faces of the

sheeting. Otherwise, the trench width shall be based on the width between stable trench walls after sheeting is removed.

Nominal Pipe Diameter (Inches)	Trench Width (Inches)
4	30
6	30
8	36
10	36
12	36
15	36

#### MAXIMUM WIDTH OF TRENCH BELOW TOP OF PIPE

Where the width of trench below the outside top of the pipe barrel cannot be otherwise maintained within the limits shown above, contractor, at its own expense, shall furnish an adequate pipe installation for the actual trench width which will meet design conditions. This may be accomplished by furnishing higher class bedding, a stronger pipe, concrete cradle, cap or envelope or by driving sheeting prior to excavation to subgrade. Removal of sheeting below the top of the pipe, if allowed by engineer, shall be gradual during backfilling.

If the maximum trench width is exceeded for any reason other than by request of engineer, the concrete cradle, cap, sheeting, bedding or the stronger pipe shall be placed by contractor at its own expense. Where the maximum trench width is exceeded at the written request of engineer, the concrete cradle, cap, sheeting, bedding or stronger pipe will be paid for on the basis of the price bid.

Width of Trench–Thermoplastic and Ductile Iron Pipe: The trench width for flexible pipe shall be minimum three times the pipe outside diameter or the maximum trench width specified for rigid pipe, whichever is greater. A minimum clearance of 8 inches between the outside of the pipe barrel and the trench wall at the pipe spring line shall be maintained to allow for bedding and haunching.

Perform construction in conformance with AWWA C600 for cast iron or ductile iron water main. All plugs, caps, tees, hydrants, bends and other fittings for water mains and force mains shall be provided with restrained joints.

# C.5 Pipe Laying

All pipe shall be laid accurately to the line and grade as designated. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be joined or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, and other joint material shall be used and installed as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory-fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of watertightness specified. Pertinent specifications from the joint and pipe manufacturer which outline procedures to be followed in making the joint shall be furnished to engineer.

Immediately prior to placing the pipe, the trench bottom shall be shaped by hand to fit the entire bottom quadrant of the pipe. For bell and spigot pipe, bell holes shall be provided to prevent the bell from supporting the backfill load. Bell holes hall be large enough to permit proper making of the joint, but not larger than necessary to make the joint. All adjustments to line and grade must be done by scraping away or filling in bedding material under the body of the pipe. Any fill used must be bedding material. If necessary to obtain uniform contact of the pipe with the subgrade, a template shall be used to shape the bedding material. All pipe shall be bedded in bedding material at least 4 inches thick. Contractor shall perform all necessary excavation and shall furnish all necessary material to provide this bedding.

Bedding material shall be hard and durable and shall be made by crushing sound limestone or dolomite ledge rock, or crushed gravel aggregate. Bedding material shall conform to the requirements of ASTM 33. Ductile iron pipe shall be bedded according to the Class B bedding detail in the plans or Type 3 laying condition of AWWA C600. Bedding material shall conform to Size No. 57 below.

Size	1 1/2 IN	1 IN	3/4 IN	1/2 IN	3/8 IN	No. 4	No. 8	No. 16	No. 30	No. 100
57	100	95-100		25-60		0-10	0-5			
9				100	75-100	0-25	0-5			
10					100	85-100				10-30

#### PERCENTAGE BY WEIGHT PASSING INDICATED SIEVE

Contractor shall provide engineer with a sieve analysis of the bedding material for review prior to starting construction. No native material to the trench shall be used for bedding material.

Material which is to be placed from the bedding material to 1 foot above the top of the pipe shall be termed cover material. All trenches shall be backfilled by hand to 1 foot above the top of the pipe with cover material. Cover material shall be deposited in the trench for its full width on each side of the pipe, fittings and appurtenances simultaneously in 6-inch layers and shall be compacted using hand tamping bars and/or mechanical tampers. Contractor shall use special care in placing cover material to avoid injury to or movement of the pipe. Cover material shall consist of durable granular particles ranging in size from fine to a maximum size of 3/4 inches. Unwashed bank run sand and crushed bank run gravel will be considered generally acceptable cover material. Cover material shall generally conform to the following gradation specifications:

Sieve Size	Percentage by Weight Passing
1 inch	100
3/4 inches	85 to 100
3/8 inches	50 to 80
No. 4	35 to 65
No. 30	
No. 40	15 to 30
No. 200	5 to 15

#### **COVER MATERIAL GRADATION**

Native trench materials may be used for cover material if they substantially conform to the above gradation specifications and a suitable credit is extended to the department.

All bedding materials may be substituted for cover material when requested by contractor except where polyethylene encasement is used. In such case, only those bedding materials specifically noted for polyethylene encasement may be used.

All plugs, caps, tees, hydrants, and bends for water mains shall be provided with positive reaction backing. Reaction backing shall be poured-in-place concrete or precast concrete blocks. Backing shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and on the ground in each instance shall be sized so the soil-bearing pressure does not exceed 1,200 psi, using a working pressure in the main of 150 psi plus 100 psi water hammer allowance. The backing shall, unless otherwise shown or specified, be so placed that the pipe and fitting joints will be accessible for repair.

In joining two dissimilar types of pipe, manufactured adapters and fittings shall be used. Adapters and fittings shall be configured to maintain invert elevations at the same level.

Joint deflections shall not exceed the limits established by the pipe manufacturer for the pipe and joint being used.

Joints that are damaged because of carelessness, improper handling, or failure to prevent imperfections in manufacture shall be subject to rejection and gaskets shall be subject to rejection whenever they show surface cracking, tears, or splice separation.

At times when pipe laying is not in progress, the open ends of the pipe shall be closed with plugs to prevent the entry of foreign materials. All foreign material shall be removed from the pipe prior to acceptance.

After placing a length of pipe in the trench, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with specified backfill material tamped around it except at the bells. Trenches shall be kept water-free during bedding, laying and jointing, and for as long a period as necessary to permit proper execution of the work.

Pipe shall be brought home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor-powered excavation equipment.

Sanitary force main shall be installed according to AWWA C600. All plugs, caps, tees, hydrants, bends, and other fittings for the main shall be provided with restraint joints.

The minimum length of pipe to be restrained shall be shown in the following table:

Fitting	Minimum Length -Ft
90 Degree Bend (≤ 6 inches)	36
90 Degree Bend (8 inches to 10 inches)	54
90 Degree Bend (12 inches to 14 inches)	72
90 Degree Bend (16 inches)	84
45 Degree Bend (≤ 8 inches)	18
45 Degree Bend (10 inches to 16 inches)	36
22 1/2 Degree Bend ≤ 16 inches	18
11 1/4 Degree Bend ≤ 16 inches	9
Fire Hydrant Leads	All Joints
End of Line Tees (≤ 4 inches)	18 (Along Branch)
End of Line Tees (6 inches to 8 inches)*	36 (Along Branch)
End of Line Tees (10 inches to 12 inches)*	54 (Along Branch)
End of Line Tees (14 inches to 16 inches)*	72 (Along Branch)

#### REQUIRED LENGTH OF RESTRAINED PIPE BEYOND FITTING IN FEET

\*Restrained run length on tees assumed 18 feet on each side of fitting

This table assumes horizontal orientation of fittings, 150 psi test pressure plus a 100 psi water hammer allowance, ductile iron pipe, and a 3-foot bury. Lengths shall be adjusted for other conditions and fittings.

#### C.6 Backfilling

Backfill shall be that material placed between the top of cover material to the subgrade for placement of restoration materials.

When the type of backfill material is not otherwise specified or shown on the plans, contractor may backfill with the excavated material, provided that such material consists of loam clay, sand, gravel, or other materials which, in the opinion of the engineer, are suitable for backfilling.

All backfill material shall exceed 35 degrees Fahrenheit and be free from frost, cinders, ashes, refuse, vegetable or organic matter, boulders, rocks, or stone, frozen lumps, or other material which in the opinion of the engineer is unsuitable. From 1 foot above the top of the pipe to the trench subgrade, well-graded material containing stones up to 8-inches in their greatest dimension may be used, unless otherwise specified. Care should be taken in backfilling so as not to damage the installed pipe.

In refilling the trench, if there is not sufficient material excavated therefrom suitable for refilling, contractor shall, without extra compensation, furnish the deficiency. Where indicated on the plans, fill shall be provided over projecting conduits. Such fill shall be free of large boulders, and the top 6 inches shall be suitable material to fit the adjoining ground.

All trenches shall be backfilled using specified material so that excessive lengths of trench are not left open. In general, the backfilling operation shall proceed so that no more than 100 feet of trench is open behind the pipe laying operation.

Backfill shall be left below the original surface to allow for placement of restoration materials including pavement, base course, concrete, topsoil, sod, plus any pavement replacement specified according to the Asphaltic Paving section herein. When settlement occurs, contractor shall restore the surface improvements at its expense to maintain the finished surface.

All trenches shall be consolidated as specified in this section for the entire depth and width of the trench.

Consolidation shall be achieved by use of smooth surface vibratory compactors or backhoe-operated hydraulic compactors for granular materials and rotating sheepsfoot-type mechanisms for loam/clay soils. The lift height shall not exceed 8 inches for walk-behind, hand-operated, vibratory compactors and sheepsfoot. Lift height shall not exceed 24 inches for self-propelled vibratory drum or backhoe-operated hydraulic compactors. Smaller lift heights shall be provided as necessary to achieve the degree of compaction specified.

Backfill material beneath paved areas or future paved areas and within 5 feet of paved areas or future paved areas shall be consolidated as follows: Within 3 feet of the subgrade 95% of maximum dry density, below 3 feet from the subgrade to 1 foot above the pipe 90% of maximum dry density, as determined by the modified Proctor Test (ASTM D1557).

Backfill material placed in all other areas shall be compacted to the point where no additional consolidation can be observed from the compaction and backfill equipment being used.

Backfill material not meeting the compaction specification shall be recompacted by contractor at no cost to the department. Cost for additional testing on recompacted material shall be at contractor's expense.

Contractor shall maintain all backfilling, resurfacing, repaving, and other surface improvements constructed. Contractor shall, upon proper notice from engineer, make all repairs in surfaces of trenches and excavations. All expenses incurred by the department and/or contractor in making repairs and all expenses in maintaining trench and excavation surfaces shall be at the expense of contractor regardless of the material used in backfilling trench excavations. The City of Whitewater reserves the right to make all emergency repairs necessary to make safe all streets and walks at the expense of contractor regardless of the material used in backfilling trench excavations.

Contractor shall be responsible for controlling dust dispersion during utility and street construction. Remedial actions required as a result of inadequate dust control shall be contractor's responsibility. To control dust, contractor shall apply calcium chloride or ammonium lignin sulfonate in 12 to 14% solution or other dust control palliative acceptable to the engineer. Prior to application of dust palliative, the street shall be graded smooth.

#### C.7 Sanitary Force Main Testing

Contractor shall furnish all water and other materials, equipment and labor necessary to disinfect all new water mains and all existing water mains disturbed by construction. Testing shall conform to AWWA C651. Interruption or delay of contractor's work progress caused by testing and sampling shall not be cause for extra payment nor shall they be cause for extension of contract time.

Contractor shall conduct hydrostatic pressure tests and leakage tests of all joints according to the requirements of AWWA C600 for iron pipe. During performance of the hydrostatic pressure test, water main shall be subjected to a minimum pressure of at least 50% above normal working pressure with a minimum pressure 125 psi. All air shall be removed from the main during testing. Test pumping equipment used shall be centrifugal pumps or other pumping equipment that will not place shock pressures on the main. Power plunger pumps will not be permitted for use on closed pipe systems. Pumps shall be disconnected during test periods.

Prior to conducting the pressure and leakage test, contractor shall backfill the trench for its full depth. All bends and special connections to the main shall be adequately blocked and tied prior to the test. Any damage caused to the main or its appurtenances during performance of these tests shall be corrected by contractor at its expense.

Contractor shall keep a record of all tests performed. These records shall show the individual lengths of main tested and test results.

Where connections are made to existing mains, it shall be the responsibility of contractor to provide the necessary hydrostatic tests on all new mains installed. This may necessitate, but is not limited to, the installation of temporary valves to isolate the new system from the existing system. All materials, work, and equipment necessary for this work shall be furnished by contractor at its expense.

All testing of pipelines shall proceed concurrently with installation. Contractor is advised that it may be advantageous to conduct dialing preliminary testing of its work.

All testing of utility facilities shall be completed between 8:00 AM and 3:00 PM, Monday through Friday.

#### **D** Measurement

The department will measure Sanitary Force Main, Polyvinyl Chloride (PVC), C900, 6-Inch in length by the linear foot, acceptably completed. Quantity to be paid for includes construction through valves and other fittings. Tees, reducers, sleeves, and bends will be measured and paid as sanitary force main. Connections to new or existing structures will be considered incidental to sanitary force 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.0090.22	Sanitary Force Main, Polyvinyl Chloride (PVC), C900 6-Inch	LF

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials or fittings, bedding and cover materials, dewatering, disposal of material, connections to existing and new structures, and notifications necessary to complete the work in compliance with these specifications.

# 72. Sanitary Sewer Rock Excavation, Item SPV.0090.23.

#### **A** Description

This special provision describes sanitary sewer rock excavation as hereinafter provided.

#### **B** Materials

Classify rock excavation for sanitary sewer, sanitary sewer lateral, or sanitary sewer force main as specified for rock excavation in standard spec 205.2.3, except include rock boulders with a volume of  $\frac{1}{2}$  cubic yard or more.

#### **C** Construction

Perform sanitary sewer rock excavation operations according to standard spec 205.3.7.

Excavate the trench to a depth of at least 6 inches below the bottom of the pipe.

#### **D** Measurement

The department will measure Sanitary Sewer Rock Excavation in length by the linear foot, acceptably completed, along the centerline of the sanitary sewer utility trench, sanitary sewer lateral, or sanitary sewer force main where rock excavation is required, regardless of the vertical depth from the top of the rock to the bottom of the excavated rock.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.23	Sanitary Sewer Rock Excavation	LF

Payment is full compensation for all sanitary sewer rock excavation and disposal.

# 73. Granular Backfill, Sanitary Sewer and Force Main, Item SPV.0090.24; Water Main, Item SPV.0090.25.

#### **A** Description

This work consists of providing granular backfill for sanitary sewer (including services) and force mains) and water main (including water service lines) trenches when called for in the plans or requested by the engineer.

#### **B** Materials

Backfill material shall be granular and shall consist of durable particles ranging in size from fine to coarse in a substantially uniform combination. Sufficient fine material shall be present to fill all the voids in the coarse material. No stones over 3 inches or clay lumps shall be present. Unless otherwise allowed by engineer, granular backfill shall generally conform to the following gradation specification:

#### **GRANULAR BACKFILL**

Sieve Size	Percentage by Weight Passing
3 inches	100
2 inches	95 to 100
No. 4	35 to 60
No. 200	5 to 10

Limestone screenings shall not be accepted as granular backfill.

#### **C** Construction

All trenches shall be backfilled using specified material so that excessive lengths of trench are not left open. In general, the backfilling operation shall proceed so that no more than 100 feet of trench is open behind the pipe laying operation.

Backfill shall be left below the original surface to allow for placement of restoration materials including pavement, base course, concrete, topsoil, sod, plus any pavement replacement specified according to the Asphaltic Paving section herein. When settlement occurs, contractor shall restore the surface improvements at its expense to maintain the finished surface.

Unless specified otherwise, all trenches shall be consolidated as specified in this section for the entire depth and width of the trench.

Consolidation shall be achieved by use of smooth surface vibratory compactors or backhoe operated hydraulic compactors for granular materials and rotating sheepsfoot type mechanisms for loam/clay soils. The lift height shall not exceed 8 inches for walk behind, hand operated, vibratory compactors and sheepsfoot. Lift height shall not exceed 24 inches for self propelled vibratory drum or backhoe operated hydraulic compactors. Smaller lift heights shall be provided as necessary to achieve the degree of compaction specified.

Unless specified otherwise, backfill material beneath paved areas or future paved areas and within 5 feet of paved areas or future paved areas shall be consolidated as follows: Within 3 feet of the surface 95% of maximum dry density, below 3 feet from the surface to 1 foot above the pipe 90% of maximum dry density, as determined by the modified Proctor Test (ASTM D1557).

Unless otherwise specified, backfill material placed in all other areas shall be compacted to the point where no additional consolidation can be observed from the compaction and backfill equipment being used.

Backfill material not meeting the compaction specification shall be recompacted by contractor at no cost to the department. Cost for additional testing on recompacted material shall be at contractor's expense.

Contractor shall maintain all backfilling, resurfacing, repaving, and other surface improvements constructed under this project. Contractor shall, upon proper notice from the engineer, make all repairs in surfaces of trenches and excavations. All expenses incurred by the department and/or contractor in making repairs and all expenses in maintaining trench and excavation surfaces shall be at the expense of contractor regardless of the material used in backfilling trench excavations. The City of Whitewater reserves the right to make all emergency repairs necessary to make safe all streets and walks at the expense of contractor regardless of the material used in backfilling trench excavations.

Contractor shall be responsible for controlling dust dispersion during utility and street construction. Remedial actions required as a result of inadequate dust control shall be contractor's responsibility. To control dust, contractor shall apply calcium chloride or ammonium lignin sulfonate in 12 to 14% solution or other dust control palliative acceptable to the engineer. Prior to application of dust palliative, the street shall be graded smooth.

# **D** Measurement

The department will measure Granular Backfill (Type) in length by the linear foot, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.24	Granular Backfill, Sanitary Sewer and Force Main	LF
SPV.0090.25	Granular Backfill, Water Main	LF

Payment is full compensation for all work herein specified and including but not limited to hauling, placement, and compaction of backfill material necessary to complete the work in compliance with these specifications.

# 74. Remove Loop Detector Wire and Lead-In Cable USH 12 & CTH P, Item SPV.0105.01.

## **A** Description

This special provision describes removing loop detector wire and lead-in cable at USH 12 & CTH P. Removal will be according to standard spec 204, as shown in the plans, and as hereinafter provided.

## **B** (Vacant)

#### **C** Construction

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

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

#### **D** Measurement

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

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Remove Loop Detector Wire and Lead-In Cable, USH 12 & CTH P	LS

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

# 75. Removing Overhead Sign Support Station 99+60, Item SPV.0105.02; Station 100+35, Item SPV.0105.03.

#### **A** Description

Work under this item consists of removing the overhead sign structure and footing. The sign on the structure is paid for under a separate pay item, i.e. removing signs type II. See signing plans for location.

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

#### **C** Construction

Remove overhead sign supports and concrete footings, backfill the resulting holes, and dispose of all materials outside of the right-of-way according to standard spec 204.3 and standard spec 638.3. Remove concrete footings to 2 feet below the existing ground. Cut the reinforcement flush with the top of the concrete. Cover the footing with topsoil and seed. This work is all incidental to Removing Overhead Sign Structure.

Coordinate equipment to be recovered by the city with the city. Properly dispose of any equipment the City chooses not to recover.

Place equipment on blocks between removal and recovery by the city so as not to be in direct contact with the ground. Protect equipment from moisture. Replace any equipment damaged in the removal process with equipment that is of greater or equal quality than the damaged piece.

Notify the engineer when items are available for pick up by the City of Whitewater.

#### **D** Measurement

The department will measure Removing Overhead Sign Support, as a single lump sum unit of work, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Removing Overhead Sign Support Station 99+60	LS
SPV.0105.03	Removing Overhead Sign Support Station 100+35	LS

Payment is full compensation for disassembling, removing, including concrete footings, backfilling, and disposal of all materials; for stockpiling recoverable equipment and materials; and coordinating with the City of Whitewater.

# 76. Abandon Existing Water Main, Item SPV.0105.04.

#### A Description

This work consists abandoning in place the existing water main as shown on the plans according to the requirements of the plans and Standard Specifications for Sewer and Water in Wisconsin and as hereinafter provided.

# **B** Materials

All caps, fittings, and other materials required to abandon the existing water main shall be provided according to the specifications for Water Main, Ductile Iron (DI).

#### **C** Construction

Water main and sanitary sewer shall be abandoned in place. Open ends of pipe not required to be capped shall be plugged with a minimum of 2 feet of concrete. Valve boxes, manhole barrels, fire hydrants, and other such structures shall be removed to a point 3 feet below existing or final ground surface, whichever is lower, and shall then be filled with backfill material compacted as specified for trench backfill. An approximate 9-inch-diameter opening shall be made in the bottom of the any structures to be abandoned to allow for groundwater movement.

#### **D** Measurement

The department will measure Abandon Existing Water Main as a single lump sum unit of work for each Abandon Existing Water Main, acceptably completed.

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Abandon Existing Water Main	LS

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials or fittings, bedding and cover materials, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 77. Abandon Existing Sanitary Sewer, Item SPV.0105.05.

#### **A** Description

This work consists of abandoning in place the existing sanitary sewer or sanitary sewer force main and related manhole according to the requirements of the plans and Standard Specifications for Sewer and Water in Wisconsin and as hereinafter provided.

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

#### **C** Construction

Install a 24-Inch long concrete plug in the open end of the pipeline to abandon in place.

Existing Sanitary sewer manholes shall be partially removed to 3-feet below finished grade and backfilled with No. 57 material.

#### **D** Measurement

The department will measure Abandon Existing Sanitary Sewer as a single lump sum unit of work for each Abandon Existing Sanitary Sewer, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05	Abandon Existing Sanitary Sewer	LS

Payment is full compensation for all work herein specified and including but not limited to excavation, necessary pipe materials or fittings, bedding and cover materials, dewatering, disposal of material, and notifications necessary to complete the work in compliance with these specifications.

# 78. Water for Seeded Areas, Item SPV.0120.01.

# **A** Description

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

#### **B** Materials

Furnish water that is according to the pertinent requirements of standard spec 624.

Use clean water, free of impurities or substances that might injure the seed.

#### C Construction

Water the seeded area according to standard spec 624 except as hereinafter modified.

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling to maintain a moist soil condition for the first 60 days after seeding. Apply water in a manner to preclude washing or erosion. Do not leave topsoil un-watered for more than 3 days during this 60-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.

# 79. Concrete Driveway SHES 7-Inch, Item SPV.0180.01; SHES 9-Inch, Item SPV.0180.02.

#### **A** Description

This special provision describes constructing concrete driveways using special high early strength concrete at the locations shown in the plans, or as directed by the engineer.

#### **B** Materials

Provide concrete that conforms to the requirements for special high early strength concrete according to standard spec 416.2.1. and standard spec 416.2.5.

# **C** Construction

Construct according to the requirements of standard spec 416.3.

#### **D** Measurement

The department will measure Concrete Driveway SHES (size) by the square yard, acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Concrete Driveway SHES 7-Inch	SY
SPV.0180.02	Concrete Driveway SHES 9-Inch	SY

Payment is full compensation according to standard spec 416.5.

# 80. Concrete Pavement SHES 9-Inch, Item SPV.0180.03.

#### A Description

This special provision describes constructing concrete pavement using special high early strength concrete at the locations shown in the plans, or as directed by the engineer.

#### **B** Materials

Provide concrete that conforms to the requirements for special high early strength concrete according to standard spec 416.2.1 and standard spec 416.2.5.

Provide QMP for class I concrete pavement as specified in standard spec 715.

#### C Construction

Construct according to the requirements of standard spec 415.3.

The open to traffic according to standard spec 415.3.15 and as follows: Before opening to traffic, cure the concrete pavement a minimum of eight hours from the time of placement.

#### **D** Measurement

The department will measure Concrete Pavement SHES 9-Inch by the square yard, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.03	Concrete Pavement SHES 9-Inch	SY

Payment is full compensation according to standard spec 415.5.

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

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

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

# I. BASIC CONCEPTS

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

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

<u>Eligibility and Duration</u>: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

<u>Contract Goal</u>: To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>9</u> (*number*) TrANS Graduate(s) be utilized on this contract.

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

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

<u>Contract Goal</u>: To maintain the intent of the Equal Employment Opportunity program, it is a goal that  $\underline{8}$  (*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).

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

# **II. IMPLEMENTATION**

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

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

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

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

# IV. TRANS TRAINING

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

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

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

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

# V. APPRENTICESHIP TRAINING

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

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

(1) To increase the overall effectiveness of the State highway agencies' approved training programs.

(2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

# **ADDITIONAL SPECIAL PROVISION 3**

# DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

# 1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
  - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is nonnegotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
  - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance. <u>https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf</u>
  - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. 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.
  - (2) Wisconsin DOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from 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.
  - (3) For more comprehensive information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at: <u>https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx</u>

# 2. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. Bid Percentage: The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **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.
- e. **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.
- f. 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. 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. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. 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. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

# a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

# b. Documentation Submittal

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]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at DBE\_Alert@dot.wi.gov (DBE\_Alert@dot.wi.gov) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

# (1) 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 calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

# (2) Bidder Does Not Meet DBE Goal

- i. 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 Efforts 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 efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
  - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
  - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

# c. Bidder Fails to Submit Documentation

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] 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.

# 5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly 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 practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts 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 efforts 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.

a. 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.

- b. Prime Contractors should:
  - (1) <u>Document</u> all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - (2) Prime contractors <u>may</u> request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach <u>is not</u> a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: <u>DOTDBESupportServices@dot.wi.gov.</u>
  - (3) <u>Request quotes</u> 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.
    - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to <u>DOTDBESupportServices@dot.wi.gov</u>.
    - ii. SBN is the preferred outreach tool. <u>https://www.bidx.com/wi/main</u>. 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, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
      - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
    - iii. 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.
    - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
    - v. 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) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- c. <u>Evaluate DBE quotes</u> Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.
  - (1) 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 by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
  - (2) In striving to meet an assigned DBE 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.

- (3) **Special Circumstance** Evaluation of DBE quotes with <u>tied bid items</u>. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
  - i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
  - ii. 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.
- d. Immediately after notification of contract award, the prime submits all **'Commitment to Subcontract'** forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
  - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
  - (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. A printed copy of SBN solicitation is acceptable.
  - (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.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

# 6. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE, a prime contractor and the regular dealer of materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE in cases where the prime has submitted the DBE and material for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
  - (1) Request should be made when the DBE Commitment form or Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
  - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
  - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
  - (4) The joint check for supplies must be strictly for the cost of supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following.
  - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price and delivery of materials;
  - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor,
  - (1) The prime agrees to furnish the check used for the payment of materials/supplies under the contract.
  - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractors negotiated unit price.

# 7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. 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 denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- 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 5 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.

# 8. Department's Criteria for DBE Participation

# **Directory of DBE firms**

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at: <u>https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx</u>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

# 9. 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 whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

# **10. Commercially Useful Function**

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE is performing a commercially useful function if the following conditions are met:
  - (1) 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.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

## 11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf

### 12. Credit Evaluation for Manufacturers, Suppliers, Brokers

The department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The department will count the material and supplies that a DBE provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

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.

- a. Manufacturers
  - (1) A manufacturer is 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 and of the general character described by the specifications.
  - (2) If the materials or supplies are obtained from a DBE manufacturer, count **100%** percent of the cost of the materials or supplies toward DBE goals.
- b. Regular Dealers of Material and/or Supplies
  - (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  - (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
  - (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
    - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
    - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- c. Brokers, Transaction Expediters, Packagers, Manufacturers Representatives
  - (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit; however, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions.
  - (2) Brokerage fees have historically been calculated as **10%** of the purchase amount.
  - (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.
  - (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice. *WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice*. Please respond to the following questions and submit with your DBE Commitment Form.

- 1. What is the product or material?
- 2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
- 3. Which contract line items were referenced to develop this quote?
- 4. What is the amount of material or product used on the project?

### **13. Credit Evaluation for DBE Primes**

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

### 14. 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 for DBE credit.

### 15. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

### 16. DBE Replacement or Termination

### **Contractual Requirement**

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

### **Contractor Considerations**

a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
  - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
    - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
    - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent to* request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
    - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
    - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. Exception: The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
    - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

### The Request to Replace or Terminate a DBE

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

- 1. Contract ID number.
- 2. Wisconsin DOT Contract Project Manager name and contact information.
- 3. DBE name and work type and/or NAICS code.
- 4. Contract's progress schedule.
- 5. Reason(s) for requesting that the DBE be replaced or terminated.
- 6. Attach/include all communication with the DBE to deploy/address/resolve work completion,

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

- The listed DBE subcontractor fails or refuses to execute a written contract.
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

### **Evaluation and Response to the Request**

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at <u>DBE Alert@dot.wi.gov</u> or by calling 608-267-3849.

## 17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at <u>DBE\_Alert@dot.wi.gov</u> describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally. If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at <u>DBE\_Alert@dot.wi.gov</u>. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE. The DBE office will confirm the DBE participation and revice the DT1506 based on the ameil/discussion area

The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

## **18. 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.

## 19. 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 <a href="https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx">https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx</a>

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

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. <u>Make sure</u> <u>the correct letting date, project ID and proposal number, unit price and extension are included in your quote.</u> We prefer quotes be sent via SBN but prime's alternatives 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 <u>https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx</u> All questions should be directed to:

Project Manager, John Doe, Phone: (000) 123-4567 Email: <u>Joe@joetheplumber.com</u> 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 quotin No, we are not interes Please take our name We have questions ab	sted in qu off your	uoting on t monthly D	he letting ( BE conta	or its item: ct list	s referenced		this number	
Prime Contractor 's Con	ntact Pers	son			DBE Cor	ntractor C	ontact Perso	on
Phone: Fax: Email:			] - - -	Phone Fax Email				
F	Please ci	rcle the jo	bs and ite	ems you w	vill be quo	ting below	W	
Proposal No.		1	2	3	4	5	6	7
County								
WORK DESCRIPTION:						1		

Clear and Grub	Х		Х	Х		Х	Х
Dump Truck Hauling	Х		Х	Х		Х	Х
Curb & Gutter/Sidewalk, Etc.	Х		Х	Х		Х	Х
Erosion Control Items	Х		Х	Х		Х	Х
Signs and Posts/Markers	Х		Х	Х		Х	Х
Traffic Control		Х	Х	Х		Х	Х
Electrical Work/Traffic Signals		Х	Х	Х		Х	
Pavement Marking		Х	Х	Х	Х	Х	Х
Sawing Pavement		Х	Х	Х	Х	Х	Х
QMP, Base	Х	Х		Х	Х	Х	Х
Pipe Underdrain	Х			Х			
Beam Guard				Х	Х	Х	Х
Concrete Staining							Х
Trees/Shrubs	Х						Х

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 alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

# APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

## This list is not a set of requirements; it is a list of potential strategies

### Primes

- Ø Prime contractor open houses inviting DBE firms to see the bid "war room" or providing technical assistance.
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office.
- Ø Host information sessions not directly associated with a bid letting.
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm.
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- So Facilitate a small group DBE 'training session' Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- **Ø** Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Ø Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as

possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

## DBE

**Ø** DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.

Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.

Ø Review the status of contracts on the HCCI website reviewing the 'apparent low bidder' list, and bid tabs at a minimum.

Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.

- Ø Participate in DBE office assessment programs.
- Ø Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Ø 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.

# <u>APPENDIX D</u> 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<sup>®</sup> 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 DBEpreferred 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<sup>®</sup> 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 a 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 <u>www.bidx.com</u> 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:

### 104.10.1 General

Replace paragraph one with the following effective with the December 2017 letting:

(1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts.

### 104.10.4.2 Payment for the CRI Work

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
  - 1. Adjusts the contract time, interim completion dates, or both.
  - 2. Pays the contractor for the unpaid balance of the CRI work.
  - 3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

#### NS = CW - CRW - CC - DC

#### Where:

- **NS** = Net Savings
- **CW** = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.<sup>[1]</sup>
- **CRW** = The cost of the revised work, computed at contract bid prices if applicable.<sup>[1]</sup>
  - **CC** = The contractor's cost of developing the CRI proposal.
  - **DC** = The department's cost for investigating, evaluating, and implementing the CRI proposal.
- <sup>[1]</sup> The department may adjust contract bid prices that, in the engineer's judgement, do not represent the fair value of the work deleted or proposed.

### 108.11 Liquidated Damages

Replace paragraphs two and three with the following effective with the December 2017 letting:

- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages

#### LIQUIDATED DAMAGES

ORIGINAL CONT	FRACT AMOUNT	DAILY C	HARGE
FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY	WORKING DAY
\$0	\$250,000	\$850	\$1700
\$250,000	\$500,000	\$815	\$1630
\$500,000	\$1,000,000	\$1250	\$2500
\$1,000,000	\$2,000,000	\$1540	\$3080
\$2,000,000		\$2070	\$4140

#### 203.3.2.2 Removal Operations

Replace the entire text with the following effective with the December 2017 letting:

#### 203.3.2.2.1 General

- (1) Except as specified below for closing culverts, remove the entire top slab of box culverts and the entire superstructure of other culverts and bridges designated for removal. Completely remove existing piles, cribs, or other timber construction within the limits of new embankments, or remove these structures to an elevation at least 2 feet below finished ground line. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed, or, if grading the channel is required under the contract or the plans, to the proposed finished grade of the stream or lake bed. Remove sidewalls or substructure units not in water down to at least 2 feet below natural or finished ground line.
- (2) If extending or incorporating existing culverts and bridges in the new work, remove only those parts of the existing structure as necessary to provide a proper connection to the new work. Saw, chip, or trim the connecting edges to the required lines and grades without weakening or damaging the remaining part of the structure. During concrete removal, do not damage reinforcing bars left in place as dowels or ties incorporated into the new work.
- (3) Remove pipe culverts designated for salvage in a way that prevents damage to the culverts.
- (4) Dismantle steel structures or parts of steel structures designated for salvage in a way that avoids damage to the members. If the contract specifies removing the structure in a way that leaves it in a condition suitable for re-erection, matchmark members with durable white paint before dismantling. Mark pins, bolts, nuts, loose plates, etc., similarly to indicate their proper location. Paint pins, bolts, pinholes, and machined surfaces with a department-approved rust preventative. Securely wire loose parts to adjacent members, or label and pack them in boxes.
- <sup>(5)</sup> Remove timber structures or parts of timber structures designated for salvage in a way that prevents damage to the members.
- (6) If the engineer approves, the contractor may temporarily use materials designated for salvage in falsework used to construct new work. Do not damage or reduce the value of those materials through temporary use.

#### 203.3.2.2.2 Deck Removal

- <sup>(1)</sup> Protect the work as specified in 107.14 during deck removal. Minimize debris falling onto water surfaces and wetlands as the contract specifies in 107.18 or in the special provisions. Also, minimize debris falling on the ground and roadway.
- <sup>(2)</sup> Do not damage existing bar steel reinforcement, girders, or other components that will be incorporated in new work. Remove decks on prestressed concrete girders using a hydraulic shear or other engineer-approved equipment. Thoroughly clean, realign, and retie reinforcement as necessary.
- <sup>(3)</sup> After deck removal is complete, notify the engineer to request a damage survey. Point out damage to the engineer. Allow one business day for the engineer to complete the damage survey. If damage is identified, the department will determine if repairs or girder restoration will be allowed.
- (4) If the department allows girder restoration, have a professional engineer registered in the State of Wisconsin analyze the effect of the damage to the bridge, make recommendations, and prepare signed and sealed computations and structural details required to restore girders to their previous structural capacity. Submit the restoration proposal, including analysis and structural details, to the department and design engineer of record. The department will accept or reject the restoration proposal within 3 business days. Do not begin restoration work until the department allows in writing.
- (5) The engineer will not extend contract time to assess or remediate contractor caused damage.

#### 203.5.1 General

Replace paragraph two with the following effective with the December 2017 letting:

(2) Payment is full compensation for breaking down and removing; costs associated with contractorcaused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.

#### 415.2.3 Expansion Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

<sup>(1)</sup> Furnish expansion joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139 in lengths equal to the pavement lane width and of the thickness and height the plans show. Where dowel bars are required, use filler with factory-punched holes at the dowel bar locations and with a diameter not greater than 1/8 inch larger than the nominal dowel bar diameter.

#### 415.3.20 Filling Joints

Replace paragraph two with the following effective with the December 2017 letting:

(2) Clean joints of laitance, curing compound, and other contaminants before filling. Saw construction joints at least 3/4 inches deep before filling. Sawing is not required for tooled joints in curb and gutter. Sandblast or waterblast exposed joint faces using multiple passes as required to clean joints surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.

#### 415.5.1 General

Replace paragraph six with the following effective with the December 2017 letting:

(6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.

#### 440.3.4.2 Contractor Testing

Replace paragraph two with the following effective with the December 2017 letting:

(2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.

#### 455.5.3 Tack Coat

Replace paragraph two with the following effective with the December 2017 letting:

(2) The department will adjust pay for Tack Coat, under the Nonconforming Tack Coat administrative item, for nonconforming material the engineer allows to remain in place at a maximum of 75 percent of the contract unit price.

### 460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the December 2017 letting:

(1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

	-			
Mixture type	LT	MT	HT	SMA
ESALs x 10 <sup>6</sup> (20 yr design life)	<2.0	2 - <8	>8	
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821) (one face/2 face, % by count)	65/	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N <sub>ini</sub>	6	7	8	8
Gyrations for N <sub>des</sub>	40	75	100	65
Gyrations for N <sub>max</sub>	60	115	160	160
Air Voids, %Va (%G <sub>mm</sub> N <sub>des</sub> )	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4] [5]</sup>	65 - 75 <sup>[3] [5]</sup>	65 - 75 <sup>[3] [5]</sup>	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[6] [7]</sup>				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.75 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)				0.30

<b>TABLE 460-2</b>	MIXTURE	REQUIREMENTS
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<sup>[1]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[3]</sup> For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

<sup>[4]</sup> For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[5]</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[6]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

<sup>[7]</sup> Run TSR at asphalt content corresponding to 3.0% air void regressed design using distilled water for testing.

### 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph six with the following:

(6) Conduct TSR tests during mixture production according to CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If production TSR values are below the limit specified in CMM 8-36.6.14, notify the engineer. The engineer and contractor will jointly determine a corrective action.

#### 502.2.7 Preformed Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use preformed joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139.

#### 502.3.7.8 Floors

Replace paragraph fourteen with the following effective with the December 2017 letting:

(14) Unless specified otherwise, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.

#### 505.2.6 Dowel Bars and Tie Bars

Replace the entire text with the following effective with the March 2018 letting:

#### 505.2.6.1 General

- <sup>(1)</sup> Furnish bars coated in a plant certified by the Concrete Reinforcing Steel Institute. For dowel bars and straight tie bars, there is no requirement for bend tests. Ensure that the bars are the specified diameter and length the plans show.
- (2) The contractor need not coat or patch sawed ends, sheared ends, cut ends, ends left bare during the coating process, or ends with damaged coating.
- (3) The contractor need not repair circumferential coating damage from shipping, handling, or installation, if the following conditions are met:
  - 1. The damaged area is 1/4 inch square or smaller.
  - 2. The total damaged area in any one-foot length does not exceed 2 percent of the circumferential area in that length.
- (4) Repair areas of damaged circumferential coating larger than 1/4 inch square. Reject bars with total damage greater than 2 percent of the bar's circumferential area.

#### 505.2.6.2 Dowel Bars

#### 505.2.6.2.1 General

- (1) Ensure that the bars are straight, round, smooth, and free from burrs or other deformations detrimental to the free movement of the bar in the concrete.
- (2) Saw bars to the required length. For solid bars, the department will allow shearing if no damage occurs to the coating and shearing distortions do not exceed the following:
  - 1. No distorted diameter is more than 0.04 inches greater than the true diameter.
  - 2. No distortion extends more than 0.40 inches from the sheared end.
- (3) Apply a surface treatment to loose dowels, or furnish manufacturer-treated bars in dowel bar baskets, capable of preventing bond between the epoxy-coated bars and the concrete. Apply field surface treatments when loading bars in the dowel bar magazine.

### 505.2.6.2.2 Solid Dowel Bars

<sup>(1)</sup> Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Alternatively the contractor may furnish dowel bars conforming to AASHTO M227 grade 70-80. Coat with a thermosetting epoxy conforming to AASHTO M254, type B.

### 505.2.6.2.3 Tubular Dowel Bars

<sup>(1)</sup> Furnish welded steel tubular bars conforming to ASTM A513 fabricated from plain carbon steel with a minimum tensile yield strength of 60 ksi and sized as follows:

SOLID BAR	MINIMUM REQUIRED	MINIMUM BASE METAL
SPECIFIED DIAMETER	OUTSIDE DIAMETER	WALL THICKNESS
1 1/4-inch	1 5/16 inches	0.120 inch
1 1/2-inch	1 5/8 inches	0.120 inch

(2) Cap bar ends to prevent intrusion of concrete or other materials. Ensure that tubing is galvanized on the exterior and interior according to ASTM A653 with a G40 zinc coating and apply 7-13 mils of epoxy to the galvanized exterior according to AASHTO M254, Type B.

#### 505.2.6.2.4 High Performance Dowel Bars

- (1) As an alternate the contractor may furnish high performance dowel bars from the department's APL. **505.2.6.3 Tie Bars**
- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Coat tie bars as specified in 505.2.4 for coated high-strength steel reinforcement. Ensure that the tie bars are the shape the plans show.
- (2) Repair, with compatible coating material, the bend location of field-straightened coated tie bars.

### 614.2.1 General

Add the following as paragraph ten effective with the December 2017 letting:

(10) Furnish guardrail reflectors from the department's APL.

### 614.3.2.1 Installing Posts

Add the following as paragraph five effective with the December 2017 letting:

(5) Provide post-mounted reflectors every 100 feet with one at the beginning and end of each run and a minimum of three reflectors per run.

### 614.5 Payment

Replace paragraph four with the following effective with the December 2017 letting:

(4) Payment for the Steel Thrie Beam, Steel Plate Beam Guard, Guardrail Stiffened, MGS Guardrail, Short Radius, and various transition bid items is full compensation for providing guardrail and transitions including post-mounted reflectors; for repairing damaged zinc coatings; and for excavating, backfilling, and disposing of surplus material.

### 641.2.9 Overhead Sign Supports

Replace paragraph three with the following effective with the December 2017 letting:

(3) Provide steel pole shafts, mast arms or trusses, and luminaire arms zinc coated according to ASTM A123. The contractor may provide either straight or tapered pole and arm shafts unless the plans specify otherwise. Provide bolts and other hardware conforming to 641.2.2.

### 642.2.2.1 General

Replace the entire text with the following effective with the December 2017 letting:

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved.
- (2) Provide long distance telephone service via a land line for exclusive department use that has the following:
  - Two programmable touch-tone phones, one of which is cordless. Ensure that phone operations will not interfere with other telecommunications equipment.
  - Voice mail service or an answering machine.
- (3) Provide high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol
  - (VoIP), video conferencing, and web based applications. Ensure that system meets the following:
    - Includes a wireless network for the field office.
    - Can accommodate IPSec based VPN products.
    - Has a bandwidth range as follows:

<b>J</b>	
Field office with 1-5 staff:	A minimum connection speed of 5 Mbps download and 1 Mbps upload. If a cable or DSL option is not available the contractor may provide a personal hotspot using cell phone tethering or other device able to achieve the specified minimum speeds inside the field office.
Field office with 6 or more staff:	A minimum connection speed of 10 Mbps + 1/2 Mbps per user download and 5 Mbps upload.
Projects over 500 million dollars:	A minimum connection speed of 20 Mbps + 1/2 Mbps per user download and 10 Mbps upload. Coordinate network setup at the leased office with the WisDOT network team.

- (4) Provide and maintain a Windows 7 and Windows 10 compliant multi-function device with copy, print, and scan capabilities that can accommodate both 8 1/2" x 11" and 11" x 17" paper. Replenish paper, toner cartridges, and other supplies before fully expended. Ensure that department staff can connect to the device either directly or through the field office wireless network.
- <sup>(5)</sup> Equip with a drafting table with a drafter's stool. Except as specified in 642.2.2.4, provide 2 ergonomically correct office chairs in working condition with, at a minimum, the following:
  - 1. Five-legged base with casters.
  - 2. Seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge.
  - 3. High backrest with no arms or adjustable arms.

#### 643.3.1 General

#### Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide and maintain traffic control devices located where the plans show or engineer directs to maintain a safe work zone throughout the contract duration. Relocate as required to accommodate changing work operations. When not in use, place devices away from traffic outside of paved and gravel shoulder surfaces. Where there is barrier on the shoulder, the contractor may place devices not in use on the shoulder as close as possible to the barrier and delineated with drums. Lay signs and supports flat on the grade with uprights oriented parallel to and downstream from traffic. Do not stack devices or equipment. Promptly remove temporary devices from within the project limits as follows:
  - That will not be used within 14 consecutive calendar days.
  - Within 5 business days of substantial completion unless the engineer allows otherwise.

### 645.2.2.2 Geotextile, Type SAS (Subgrade Aggregate Separation)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Furnish fabric conforming to the following physical properties:
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TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	170 lb
Minimum puncture strength	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 70
Minimum permittivity	ASTM D4491	0.35 s <sup>-1</sup>
<sup>[1]</sup> All numerical values represent minimum	/maximum average roll values. Ave	rage test results from all rolls

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

#### 645.2.2.4 Geotextile, Type DF (Drainage Filtration)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Furnish fabric conforming with the physical requirements of either schedule A, schedule B, or schedule C as the contract specifies.

o as the contract specifies.		
SCHEDULE A TEST	METHOD	VALUE[1]
Minimum grab tensile strength	ASTM D4632	110 lb
Minimum puncture strength	ASTM D6241	200 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	0.70 s <sup>-1</sup>
SCHEDULE B TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	1.35 s <sup>-1</sup>
SCHEDULE C TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	600 µm
Minimum permittivity	ASTM D4491	1.00 s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

### 645.2.2.6 Geotextile, Type R (Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use fabric conforming to the following p	physical properties:	
TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	205 lb
Minimum puncture strength	ASTM D6241	400 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.12 s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

### 645.2.2.7 Geotextile, Type HR (Heavy Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use fabric conforming to the following phys	sical properties:	
TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength, lb	ASTM D4632	305 lb
Minimum puncture strength, lb	ASTM D6241	500 lb
Minimum apparent breaking elongation, %	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.40, s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

#### 645.2.2.8 Geotextile, Type C (Modified SAS)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use fabric conforming to the following p	hysical properties:			
TEST	METHOD	VALUE <sup>[1]</sup>		
Grab tensile strength, lb	ASTM D4632	205 lb		
Puncture strength, lb	ASTM D6241	350 lb		
Maximum apparent opening size	ASTM D4751	No. 50		
Minimum permittivity	ASTM D4491	0.12 s <sup>-1</sup>		
<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a				

lot must conform to the tabulated values.

### 646.3.1.1 General Marking

Replace paragraph one with the following effective with the December 2017 letting:

(1) Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests. Do not mark over a marking product with less adherence or over chipped or peeled marking. Do not remove polymer overlay materials in areas receiving pavement marking. Use only epoxy pavement marking where the contract requires marking placed on polymer overlays.

Replace paragraph five with the following effective with the December 2017 letting:

(5) After the marking can sustain exposure to traffic, re-apply clear protective surface treatment conforming to 502.2.11 where removed from structures during marking surface preparation. Seal exposed concrete including grooves for tape. Cover marking during resealing with a system that will not degrade the marking's retroreflectivity when removed. Uncover marking before opening to traffic.

### 701.3 Contractor Testing

Replace paragraph one with the following effective with the December 2017 letting:

(1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 <sup>[1]</sup>
Sieve analysis of fine and coarse aggregate	AASHTO T27 <sup>[1]</sup>
Aggregate moisture	AASHTO T255 <sup>[1]</sup>
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup>
Air void system of fresh concrete	AASHTO Provisional Standard TP118
Concrete slump	AASHTO T119 <sup>[2]</sup>
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

#### TABLE 701-2 TESTING STANDARDS

<sup>[1]</sup> As modified in CMM 8-60.

<sup>[2]</sup> As modified in CMM 8-70.

#### 715.2.3.1 Pavements

Add the following as paragraph six effective with the December 2017 letting:

(6) For new lab-qualified mixes, test the air void system of the proposed concrete mix conforming to AASHTO provisional standard TP 118. Include the SAM number as a part of the mix design submittal.

### 715.3.1.1 General

Replace paragraph one with the following effective with the December 2017 letting:

(1) Provide slump, air content, concrete temperature and compressive strength test results as specified in 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each sublot. Cast three cylinders for strength evaluation. For pavement concrete, also test the air void system conforming to AASHTO provisional standard TP118 at least once per lot and enter the SAM number in the MRS for information only.

### 715.3.1.3 Department Verification Testing

Replace paragraph one with the following effective with the December 2017 letting:

<sup>(1)</sup> The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

### Errata

Make the following corrections to the standard specifications:

#### 106.3.3.1 General

Correct errata by changing "acceptance" to "approval".

(1) For manufactured products or assemblies, the department may base approval on a product certification or require both a product certification and production plant certification.

#### 205.3.1 General

Correct errata by replacing paragraphs three and four with the following to reflect current practice to incorporate suitable materials.

(3) Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work done under 205 in a finished condition until acceptance.

#### 305.1 Description

Correct errata to clarify that the contractor may use more than one material under a single contract.

(1) This section describes constructing a dense graded base using one or more of the following aggregates at the contractor's option:

Crushed stone Crushed gravel Crushed concrete Reclaimed asphalt Reprocessed material Blended material

### 521.2 Materials

Correct errata by deleting bullet three and including aluminum coated pipe in bullet one.

(1) Furnish corrugated steel pipe and steel apron end walls as follows:

- Corrugated steel culvert pipe, steel apron endwalls, aluminum coated corrugated steel culvert pipe, and other components conforming to AASHTO M36.
- Polymer coated corrugated steel culvert pipe and pipe arch fabricated from zinc coated sheet steel conforming to AASHTO M218. Before fabrication, coat the sheets on both sides with polymer protective coating grade 250/250 according to AASHTO M246. Fabricate the pipe according to AASHTO M245.

#### 614.3.2.2 Installing Rail

Correct errata for splice location and allow punching or drilling holes and slots.

- (1) Install rail with lap splices in the direction of traffic. Ensure that the number and dimensions of holes and bolts conforms to the plan details for new splices. Place the round head of bolts on the traffic side.
- (2) Cut rails to length by shearing or sawing; do not use cutting torches. Drill or punch bolt holes and slots; ensure that they are burr free. After installation, cut anchor bolts that project more than one inch from the nut to 1/2 inch from the nut; deburr the threaded end of cut bolts.

#### 618.1 Description

Correct errata by deleting designated detours from the scope of Maintenance and Repair of Haul Roads.

(1) This section describes maintaining, repairing, and restoring all public roads, streets, drainage facilities, and other components used for hauling by contractor, subcontractor, or supplier to support work for a department contract to its pre-haul condition. Public roads and streets shall be limited to those not a part of the State Trunk Highway System and from now on called haul roads.

### 643.3.5.2 Cellular Communication

Correct errata by changing State Traffic Operations Center to Traffic Management Center.

(2) A minimum of 14 days before deployment, demonstrate to the department that the cellular modem is capable of communications with the Traffic Management Center. If remote communications are interrupted or temporarily unavailable, the department will notify the contractor to change messages manually. Update messages within 2 hours of receiving notification.

### 646.3.1.2 Liquid Marking

Correct errata by changing "epoxy overlays" to "polymer overlays".

(5) Apply liquid marking and glass beads across the line at or exceeding the following:

LIQUID MARKING	PAVEMENT TYPE	THICKNESS	BEAD APPLICATION
		(mils)	(pounds per gallon)
Paint	all	16	8-10
Ероху	SMA, seal coats, and polymer overlays	25	25
Ероху	all other	20	22.5

#### 654.5 Payment

Correct errata to clarify that contractor-provided anchor rods and associated hardware are incidental.

(2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor rods, nuts, and washers; for bar steel reinforcement; and for excavating, backfilling, and disposing of surplus materials.

## Effective with December 2017 Letting

## 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.
  - 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.
  - 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.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a> within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-subletsmanual.pdf

# 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:

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

(2) Ensure that all tiers of subcontractors, including 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 Paul Ndon at (414) 438-4584 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 contact Paul Ndon at <u>paul.ndon@dot.wi.gov</u>. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

https://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
- 2. 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 designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### **II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-thejob 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.

 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 nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <u>Form FHWA-1391</u>. 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-ofway of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

#### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30. d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### 2. Violation; liability for unpaid wages; liquidated

damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

 the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

T h is p r o v i s i o n i s 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

T h is p r o v i s i o n i s 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 Federalaid 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:

 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 (<u>https://www.epls.gov/</u>), 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 Nondiscrimination 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:

County		County	_%	<u>County</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 Minority Participation for Each Trade:**

## **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.

## WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

## SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

## I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however 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 will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

## II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. <u>https://www.dol.gov/whd/FOH/FOH\_Ch15.pdf</u>
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

## **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 and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

## **IV. RESOURCES**

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- · U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

General Decision Number: WI180010 08/03/2018 WI10

Superseded General Decision Number: WI20170010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0	Publication Date 01/05/2018
1	05/18/2018
2	05/25/2018
3	06/15/2018
4	06/22/2018
5	07/20/2018
6	08/03/2018

BRWI0001-002 06/01/2017

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 32.03	22.40
BRWI0002-002 06/01/2017		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates Fringes
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BRICKLAYER		.\$ 38.07	20.67
	06/01/0017		

BRWI0002-005 06/01/2017

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates		Fringe	es
CEMENT MASON/CONCRETE FINISHER	.\$ 34.87		21.	. 46
BRWI0003-002 06/01/2017				
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE,	AND	OCONTO	COUNTIES

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Rates Fringes
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BRICKLAYER	.\$ 32.41	22.02
BRWI0004-002 06/01/2017		
KENOSHA, RACINE, AND WALWORTH CO	DUNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 36.79	22.99
BRWI0006-002 06/01/2017		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER	.\$ 33.25	21.18
BRWI0007-002 06/01/2017		
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	5
BRICKLAYER	.\$ 33.77	22.37
BRWI0008-002 06/01/2017		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COU	JNTIES
	Rates	Fringes
BRICKLAYER	.\$ 37.25	22.10
BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN (	COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 32.22	20.57
BRWI0019-002 06/01/2017		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER	.\$ 32.17	22.26
BRWI0034-002 06/01/2017	·	
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	.\$ 33.74	22.40
CARP0087-001 05/01/2016	·	
BURNETT (W. of Hwy 48), PIERCE ( 35, 48 & 65), AND ST. CROIX (W.	W. of Hwy 29), H of Hwy 65) COUN	POLK (W. of Hwys FIES
	Rates	Fringes
Carpenter & Piledrivermen		18.39
CARP0252-002 06/01/2016		
ADAMS, BARRON, BAYFIELD (Easte BURNETT (E. of Hwy 48), CALUMET, CRAWFORD, DANE, DODGE, DOOR, DUN area bordering Michigan State Li GRANT, GREEN, GREEN LAKE, IOWA, JUNEAU, KEWAUNEE, LA CROSSE, LAF	CHIPPEWA, CLAR N, EAU CLAIRE, H ne), FOND DU LAG IRON, JACKSON, C	K, COLUMBIA, FLORENCE (except C, FOREST, JEFFERSON,

MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER CARPENTER MILLWRIGHT PILEDRIVER	\$ 33.56 \$ 35.08 \$ 34.12	18.00 18.35 18.00
CARP0252-010 06/01/2016		
ASHLAND COUNTY		
	Rates	Fringes
Carpenters Carpenter Millwright Pile Driver		18.00 18.35 18.00
CARP0264-003 06/01/2016		
KENOSHA, MILWAUKEE, OZAUKEE, RACI COUNTIES	INE, WAUKESHA, A	ND WASHINGTON
	Rates	Fringes
CARPENTER	\$ 35.78	22.11
CARP0361-004 05/01/2016		
BAYFIELD (West of Hwy 63) AND DOU	JGLAS COUNTIES	
	Rates	Fringes
CARPENTER	.\$ 34.57	18.16
CARP2337-001 06/01/2016		
ZONE A: MILWAUKEE, OZAUKEE, WAUKE	ESHA AND WASHING	TON
ZONE B: KENOSHA & RACINE		
	Rates	Fringes
PILEDRIVERMAN Zone A Zone B	.\$ 31.03 \$ 31.03	22.69 22.69
ELEC0014-002 12/01/2017		
ASHLAND, BARRON, BAYFIELD, BUFFAI (except Maryville, Colby, Unity, Sherwood), CRAWFORD, DUNN, EAU CI CROSSE, MONROE, PEPIN, PIERCE, PO CROIX, SAWYER, TAYLOR, TREMPEALEA COUNTIES	Sherman, Fremon LAIRE, GRANT, IR DLK, PRICE, RICH	t, Lynn & ON, JACKSON, LA LAND, RUSK, ST
	Rates	Fringes
Electricians: ELEC0014-007 06/05/2017	.\$ 33.21	19.75
REMAINING COUNTIES		
	Rates	Fringes
Teledata System Installer Installer/Technician	\$ 25.81	14.01

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

#### ELEC0127-002 06/01/2017

#### KENOSHA COUNTY

	Rates	Fringes	
Electricians:	\$ 38.50	30%+10.57	

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ELEC0158-002 06/05/2017

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes	
Electricians:	\$ 31.48	19.18	
ELEC0159-003 06/01/2018			

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and 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

	Rates	Fringes	
Electricians:	\$ 39.04	21.56	
ELEC0219-004 06/01/2016			

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians: Electrical contracts over		
\$180,000 Electrical contracts under		18.63
\$180,000		18.42

ELEC0242-005 05/16/2018

DOUGLAS COUNTY

	Rates	Fringes	
Electricians:	\$ 36.85	26.17	

ELEC0388-002 05/30/2016

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:	.\$ 30.69	26.00% +10.05
ELEC0430-002 06/01/2017		

RACINE COUNTY (Except Burlington Township)

CACINE COUNTI (Except Durringcon	IOWIIBIIIP/	
	Rates	Fringes
Electricians:	.\$ 37.32	21.07
ELEC0494-005 06/01/2018		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA	A COUNTIES
	Rates	Fringes
Electricians:	.\$ 39.31	24.69
ELEC0494-006 06/01/2018		
CALUMET (Township of New Holstei including Chester Township), FON (Schleswig), and SHEBOYGAN COUNT	D DU LAC, MA	East of Hwy 26 ANITOWOC
	Rates	Fringes
Electricians:	.\$ 33.40	22.08
ELEC0494-013 06/01/2018		
DODGE (East of Hwy 26 including Iwp), FOND DU LAC (Except Waupui MANITOWOC (Schleswig), WASHINGTO	n), MILWAUKI	EE, OZAUKEE,
	Rates	Fringes
Sound & Communications Installer Technician	.\$ 19.56 .\$ 28.99	17.74 19.15
Installation, testing, mainten of all sound, intercom, teleph circuit TV systems, radio syst systems, language laboratories antenna distribution systems, low-voltage systems such as vi nurse call systems, doctors en Includes all wire and cable ca light and radio frequency sign installation of conduit, wirem structures that have been occu where required for the protect does not mean a complete condu covered does not include the i wiremold or any raceways in an installation of power supply o external electric power is sup- equipment or products	one intercon ems, backgru , electronic clock and pi sual nurse of trance regis rrying audic als. Include old, or race pied for siz ion of the it or racewa nstallation y new consti utlets by me plied to any	nnect, closed ound music c carillion, rogram systems and call, audio/visual ster systems. o, visual, data, es the eways in existing x months or more wire or cable, but ay system. work of conduit, ruction, or the eans of which
ELEC0577-003 06/01/2017		
CALUMET (except Township of New including Townships of Berlin, S (N. part including Townships of and Springfield), OUTAGAMIE, WAU COUNTIES	t Marie, and Crystal Lake	d Seneca), MARQUETTE e, Neshkoro, Newton,
	Rates	Fringes
Electricians:	.\$ 31.15	18.22
ELEC0890-003 06/01/2018		
DODGE (Emmet Township only), GRE RACINE (Burlington Township), RO	EN, JEFFERS( CK AND WALW(	ON, LAFAYETTE, ORTH COUNTIES
	Rates	Fringes

I	Rates	Fringes
Electricians:\$	34.15	19.63

#### ELEC0953-001 07/01/2015

R	lates	Fringes
Line Construction: (1) Lineman\$ (2) Heavy Equipment	42.14	32% + 5.00
Operator\$ (3) Equipment Operator\$ (4) Heavy Groundman Driver\$ (5) Light Groundman Driver\$ (6) Groundsman\$	33.71 26.78 24.86	32% + 5.00 32% + 5.00 14.11 13.45 32% + 5.00

\_\_\_\_\_

\* ENGI0139-005 06/04/2018

Power

	Rates	Fringes
r Equipment Operator Group 1 Group 2 Group 3 Group 4 Group 5 Group 6	.\$ 40.22 .\$ 39.72 .\$ 39.46 .\$ 39.17	22.10 22.10 22.10 22.10 22.10 22.10 22.10

HAZARDOUS WASTE PREMIUMS: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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.

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 jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (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 & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator 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 Tender. GROUP 6: Off-road material hauler with or without ejector. \_\_\_\_\_ IRON0008-002 06/01/2017 BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES: Rates Fringes IRONWORKER.....\$ 31.24 26.97 Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. \_\_\_\_\_ IRON0008-003 06/01/2017 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes IRONWORKER.....\$ 33.19 26.97 Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. \_\_\_\_\_ IRON0383-001 06/01/2017 ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES Rates Fringes IRONWORKER.....\$ 34.50 23.82 \_\_\_\_\_ IRON0498-005 06/01/2016 GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES: Fringes Rates IRONWORKER.....\$ 36.29 30.77 \_\_\_\_\_ IRON0512-008 05/01/2017 BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES Rates Fringes IRONWORKER.....\$ 36.50 26.45 \_\_\_\_\_ IRON0512-021 05/01/2017 ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

Rates Fringes

https://www.wdol.gov/wdol/scafiles/davisbacon/wi10.dvb[8/3/2018 8:52:45 AM]

LABO0113-002 06/04/2018

MILWAUKEE AND WAUKESHA COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	27.88	21.76
Group	2\$	28.03	21.76
Group	3\$	28.23	21.76
Group	4\$	28.38	21.76
Group	5\$	28.53	21.76
Group	6\$	24.37	21.76

LABORERS CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/04/2018

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
RER		
Group 1	 \$ 27.13	21.76
Group 2	 \$ 27.23	21.76
		21.76
Group 4	 \$ 27.48	21.76
		21.76
Group 6	 \$ 24.22	21.76

LABORERS CLASSIFICATIONS

LABORER

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LABO0113-011 06/04/2018

	I	Rates	Fringes
Group Group Group Group	1\$ 2\$ 3\$ 4\$ 5\$ 6\$	26.94 27.09 27.29 27.26 27.59	21.76 21.76 21.76 21.76 21.76 21.76
-	•		

LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

- GROUP 4: Line and Grade Specialist
- GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LABO0140-002 06/04/2018

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	F	Rates	Fringes
			2
LABORER			
Group	1\$	31.80	17.20
Group	2\$	31.90	17.20
	3\$		17.20
Group	4Ś	32.15	17.20
±	5\$		17.20
	6\$		17.20

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

#### GROUP 6: Flagperson; Traffic Control

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## LAB00464-003 06/04/2018

#### DANE COUNTY

	F	Rates	Fringes
LABORER	1\$	32 08	1720
	2\$		1720
	3\$		1720 1720
±	4\$ 5\$		1720
Group	6\$	28.43	1720

#### LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

#### ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters: New:			
Brush, Ro Spray, Sa	oller\$ andblast, Steel\$		17.27 17.27
	oller\$ andblast, Steel\$		17.27 17.27

PAIN0108-002 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters: Brush, Roller Spray & Sandblast	.\$ 33.74 .\$ 34.74	18.95 18.95
PAIN0259-002 05/01/2008		
BARRON, CHIPPEWA, DUNN, EAU CLAI SAWYER, ST. CROIX, AND WASHBURN	· · ·	CE, POLK, RUSK,
	Rates	Fringes

PAIN0259-004 05/01/2015

VERNON COUNTIES Rates Fringes PAINTER.....\$ 22.03 12.45 PAIN0781-002 06/01/2017 JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes Painters: Bridge.....\$ 30.60 22.80 Brush.....\$ 30.25 Spray & Sandblast.....\$ 31.00 22.80 22.80 \_\_\_\_\_ PAIN0802-002 06/01/2017 COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES Rates Fringes PAINTER Brush.....\$ 28.25 17.72 PREMIUM PAY: Structural Steel, Spray, Bridges = \$1.00 additional per hour. \_\_\_\_\_ PAIN0802-003 06/01/2017 ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES Rates Fringes PAINTER.....\$ 24.89 12.05 PAIN0934-001 06/01/2017 KENOSHA AND WALWORTH COUNTIES Rates Fringes Painters: Brush.....\$ 33.74 Spray.....\$ 34.74 18.95 18.95 Structural Steel.....\$ 33.89 18.95 \_\_\_\_\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ PAIN1011-002 06/01/2017 FLORENCE COUNTY Rates Fringes Painters:....\$ 24.86 12.23 \_\_\_\_\_ \_\_\_\_\_ PLAS0599-010 06/01/2017 Rates Fringes CEMENT MASON/CONCRETE FINISHER 

 Area 1......\$ 39.46

 Area 2 (BAC).....\$ 35.07

 Area 3.....\$ 35.61

 Area 4.....\$ 34.70

 Area 5.....\$ 36.27

 Area 6.....\$ 32.02

 17.17 19.75 19.40 20.51 18.73 Area 6.....\$ 32.02 22.99

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND

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AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2018

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids Dumptor & Articulated,	.\$ 28.12	21.20
Truck Mechanic	.\$ 28.27	21.20
WELL DRILLER	.\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 (29CFR 5.5 (a) (1) (ii)).

\_\_\_\_\_

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: WI180008 07/20/2018 WI8

Superseded General Decision Number: WI20170008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification N	Number	Publication	Date
0		01/05/2018	
1		05/25/2018	
2		06/22/2018	
3		07/20/2018	

\* BRWI0001-002 06/01/2017

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 32.03	22.40	
BRWI0002-002 06/01/2017			

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 38.07	20.67

BRWI0002-005 06/01/2017

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 34.87	21.46
BRWI0003-002 06/01/2017		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE,	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 32.41	22.02
BRWI0004-002 06/01/2017		

KENOSHA, RACINE, AND WALWORTH (	COUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 36.79	22.99
BRWI0006-002 06/01/2017		
ADAMS, CLARK, FOREST, LANGLADE ONEIDA, PORTAGE, PRICE, TAYLOR		
	Rates	Fringes
BRICKLAYER	\$ 33.25	21.18
BRWI0007-002 06/01/2017		
GREEN, LAFAYETTE, AND ROCK COUL	NTIES	
	Rates	Fringes
BRICKLAYER	\$ 33.77	22.37
BRWI0008-002 06/01/2017		
MILWAUKEE, OZAUKEE, WASHINGTON	, AND WAUKESI	HA COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 37.25	22.10
BRWI0009-001 06/01/2017		
GREEN LAKE, MARQUETTE, OUTAGAM AND WINNEBAGO COUNTIES	IE, SHAWANO,	WAUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER		22.02
BRWI0011-002 06/01/2016	<u>·</u>	
CALUMET, FOND DU LAC, MANITOWOO	. AND SHEBO	YGAN COUNTIES
	Rates	Fringes
BRICKLAYER		20.57
* BRWI0013-002 06/01/2017		
DANE, GRANT, IOWA, AND RICHLANI	COUNTIES	
	Rates	Fringes
BRICKLAYER		22.40
BRWI0019-002 06/01/2017		
BARRON, BUFFALO, BURNETT, CHIPP	ו זאזאזזרז גזאזיםכ	אזו מאדסיי היהדאז
PIERCE, POLK, RUSK, ST. CROIX,		
	Rates	Fringes
BRICKLAYER		22.26
BRWI0021-002 06/01/2017		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER		21.66
BRWI0034-002 06/01/2017		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 33.74	22.40
CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE 85, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen	\$ 36.85	18.39
CARP0252-002 06/01/2016		
area bordering Michigan State L: GRANT, GREEN, GREEN LAKE, IOWA, UUNEAU, KEWAUNEE, LA CROSSE, LAH HANITOWOC, MARATHON, MARINETTE MENOMINEE, MONROE, OCONTO, ONEII Of Hwys 29 & 65), POLK (E. of Hy PRICE, RICHLAND, ROCK, RUSK, SAU ST CROIX (E. of Hwy 65), TAYLOR WALWORTH, WASHBURN, WAUPACA, WAU COUNTIES	IRON, JACKSON FAYETTE, LANG (except N.E. DA, OUTAGAMIE wys 35, 48 & UK, SAWYER, S , TREMPEALEAU	N, JEFFERSON, LADE, LINCOLN, corner), MARQUETTE, , PEPIN, PIERCE (E. 65), PORTAGE, HAWANO, SHEBOYGAN, , VERNON, VILAS,
	Rates	Fringes
CARPENTER CARPENTER MILLWRIGHT PILEDRIVER	\$ 35.08	18.00 18.35 18.00
CARP0252-010 06/01/2016		

	Rates	Fringes
Carpenters		
- Carpenter	\$ 33.56	18.00
Millwright	\$ 35.08	18.35
Pile Driver		18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES  $% \left( {\left( {{{\left( {{{{\left( {{{}}}}}} \right)}}}\right,}\right}$ 

	Rates	Fringes
CARPENTER	\$ 35.78	22.11
CARP0361-004 05/01/2016		
BAYFIELD (West of Hwy 63) AND D	OUGLAS COUNTIES	
	Rates	Fringes
CARPENTER	\$ 34.57	18.16
CARP2337-001 06/01/2016		
ZONE A: MILWAUKEE, OZAUKEE, WAU	KESHA AND WASHIN	GTON
ZONE B: KENOSHA & RACINE		
	Rates	Fringes
PILEDRIVERMAN Zone A Zone B	\$ 31.03 \$ 31.03	22.69 22.69

CARP2337-003 06/01/2016

Rates	

MILLWRIGHT		
Zone A\$	29.98	21.53
Zone B\$	29.98	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 12/01/2017

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

 Rates
 Fringes

 Electricians:.....\$33.21
 19.75

 ELEC0127-002
 06/01/2017

KENOSHA COUNTY

	Rates	Fringes
Electricians:	\$ 38.50	30%+10.57
ELEC0158-002 06/05/2017		

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:	\$ 31.48	19.18
+ TT TG0150, 002, 00 /01 /0010		

\* ELEC0159-003 06/01/2018

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and 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

	Rates	Fringes
Electricians:	.\$ 39.04	21.56
ELEC0219-004 06/01/2016		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes	
Electricians:			
Electrical contracts over \$180,000 Electrical contracts under		18.63	
\$180,000		18.42	

ELEC0242-005 05/16/2018

DOUGLAS COUNTY

	Rates	Fringes
Electricians:	.\$ 36.85	26.17
ELEC0388-002 05/30/2016		
ADAMS, CLARK (Colby, Freemont, L Sherwood, Unity), FOREST, JUNEA MARINETTE (Beecher, Dunbar, Good West of a line 6 miles West of t County), ONEIDA, PORTAGE, SHAWAN AND WOOD COUNTIES	U, LANGLADE, LI man & Pembine), he West boundar	NCOLN, MARATHON, MENOMINEE (Area y of Oconto
	Rates	Fringes
Electricians:	.\$ 30.69 26.	00% +10.05
ELEC0430-002 06/01/2017		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes
Electricians:	.\$ 37.32	21.07
* ELEC0494-005 06/01/2018		
MILWAUKEE, OZAUKEE, WASHINGTON, .	AND WAUKESHA CO	UNTIES
	Rates	Fringes
Electricians:	.\$ 39.31	24.69
* ELEC0494-006 06/01/2018		
CALUMET (Township of New Holstei including Chester Township), FON (Schleswig), and SHEBOYGAN COUNT	D DU LAC, MANIT	of Hwy 26 OWOC
	Rates	Fringes
Electricians:	.\$ 33.40	22.08
ELEC0577-003 06/01/2017		
CALUMET (except Township of New 3 including Townships of Berlin, S (N. part including Townships of and Springfield), OUTAGAMIE, WAU COUNTIES	t Marie, and Se Crystal Lake, N	neca), MARQUETTE eshkoro, Newton,
	Rates	Fringes
Electricians:	.\$ 31.15	18.22
* ELEC0890-003 06/01/2018		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Ra	ates	Fringes
Electricians:\$ 3	34.15	19.63

ENGI0139-003 06/05/2017

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator Group 1 Group 2 Group 3 Group 4 Group 5 Group 6	.\$ 38.47 .\$ 37.17 .\$ 36.64 .\$ 34.57	20.95 20.95 20.95 20.95 20.95 20.95 20.95

https://www.wdol.gov/wdol/scafiles/davisbacon/wi8.dvb[7/20/2018 12:05:07 PM]

HAZARDOUS WASTE PREMIUMS: EPA Level "A" Protection: \$3.00 per hour EPA Level "B" Protection: \$2.00 per hour EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

\* ENGI0139-007 06/04/2018

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

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	Rates	Fringes
Power Equipment Operator Group 1 Group 2		21.65 21.65

Group 3\$	38.46	21.65
Group 4\$	37.41	21.65
Group 5\$	36.01	21.65

HAZARDOUS	WAST	re premiums:			
EPA Level	"A"	Protection:	\$3.00	per	hour
EPA Level	"B"	Protection:	\$2.00	per	hour
EPA Level	"C"	Protection:	\$1.00	per	hour

### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

IRON0008-002 06/01/2017

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

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I	Rates	Fringes
IRONWORKER\$	31.24	26.97

IRON0008-003 06/01/2017		
KENOSHA, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUN	RACINE, WALWORTI TIES	H (N.E. 2/3),
	Rates	Fringes
IRONWORKER	\$ 33.19	26.97
Paid Holidays: New Year's D Day, Thanksgiving Day & Chr		y, July 4th, Labor
IRON0383-001 06/01/2017		
ADAMS, COLUMBIA, CRAWFORD, DA GRANT, GREENE, (Excluding S.E JEFFERSON, JUNEAU, LA CROSSE, MARQUETTE, MENOMINEE, MONROE, area, vicinity of Edgerton an WAUSHARA, AND WOOD COUNTIES	. tip), GREEN LA LAFAYETTE, LANG PORTAGE, RICHLA	AKE, IOWA, GLADE, MARATHON, AND, ROCK (Northern
	Rates	Fringes
IRONWORKER	\$ 34.50	23.82
IRON0498-005 06/01/2016		
GREEN (S.E. 1/3), ROCK (South WALWORTH (S.W. 1/3) COUNTIES:	of Edgerton and	d Milton), and
	Rates	Fringes
IRONWORKER	\$ 36 29	20 77
		30.77
IRON0512-008 05/01/2017		30.77
BARRON, BUFFALO, CHIPPEWA, CL PEPIN, PIERCE, POLK, RUSK, ST	ARK, DUNN, EAU (	CLAIRE, JACKSON,
BARRON, BUFFALO, CHIPPEWA, CL PEPIN, PIERCE, POLK, RUSK, ST	ARK, DUNN, EAU (	CLAIRE, JACKSON,
BARRON, BUFFALO, CHIPPEWA, CL PEPIN, PIERCE, POLK, RUSK, ST COUNTIES IRONWORKER	ARK, DUNN, EAU ( CROIX, TAYLOR, Rates \$ 36.50	CLAIRE, JACKSON, AND TREMPEALEAU Fringes 26.45
BARRON, BUFFALO, CHIPPEWA, CL PEPIN, PIERCE, POLK, RUSK, ST COUNTIES	ARK, DUNN, EAU ( CROIX, TAYLOR, Rates \$ 36.50	CLAIRE, JACKSON, AND TREMPEALEAU Fringes
BARRON, BUFFALO, CHIPPEWA, CL PEPIN, PIERCE, POLK, RUSK, ST COUNTIES IRONWORKER IRON0512-021 05/01/2017 ASHLAND, BAYFIELD, BURNETT, D	ARK, DUNN, EAU ( CROIX, TAYLOR, Rates \$ 36.50 	CLAIRE, JACKSON, AND TREMPEALEAU Fringes 26.45
BARRON, BUFFALO, CHIPPEWA, CL PEPIN, PIERCE, POLK, RUSK, ST COUNTIES IRONWORKER IRON0512-021 05/01/2017 ASHLAND, BAYFIELD, BURNETT, D	ARK, DUNN, EAU ( CROIX, TAYLOR, Rates \$ 36.50 	CLAIRE, JACKSON, AND TREMPEALEAU Fringes 26.45
BARRON, BUFFALO, CHIPPEWA, CL PEPIN, PIERCE, POLK, RUSK, ST COUNTIES IRONWORKER IRONU512-021 05/01/2017 ASHLAND, BAYFIELD, BURNETT, D PRICE, SAWYER, VILAS AND WAS	ARK, DUNN, EAU ( CROIX, TAYLOR, Rates \$ 36.50 OUGLAS, IRON, LI HBURN COUNTIES Rates	CLAIRE, JACKSON, AND TREMPEALEAU Fringes 26.45 INCOLN, ONEIDA, Fringes
BARRON, BUFFALO, CHIPPEWA, CL PEPIN, PIERCE, POLK, RUSK, ST COUNTIES IRONWORKER IRON0512-021 05/01/2017 ASHLAND, BAYFIELD, BURNETT, D PRICE, SAWYER, VILAS AND WAS	ARK, DUNN, EAU ( CROIX, TAYLOR, Rates \$ 36.50 OUGLAS, IRON, LI HBURN COUNTIES Rates	CLAIRE, JACKSON, AND TREMPEALEAU Fringes 26.45 INCOLN, ONEIDA,
BARRON, BUFFALO, CHIPPEWA, CL PEPIN, PIERCE, POLK, RUSK, ST COUNTIES IRONWORKER IRON0512-021 05/01/2017 ASHLAND, BAYFIELD, BURNETT, D PRICE, SAWYER, VILAS AND WAS IRONWORKER * LABO0113-004 06/04/2018	ARK, DUNN, EAU ( CROIX, TAYLOR, Rates \$ 36.50 OUGLAS, IRON, L HBURN COUNTIES Rates \$ 32.04	CLAIRE, JACKSON, AND TREMPEALEAU Fringes 26.45 INCOLN, ONEIDA, Fringes 26.45
BARRON, BUFFALO, CHIPPEWA, CL PEPIN, PIERCE, POLK, RUSK, ST COUNTIES IRONWORKER IRONU512-021 05/01/2017 ASHLAND, BAYFIELD, BURNETT, D PRICE, SAWYER, VILAS AND WAS	ARK, DUNN, EAU ( CROIX, TAYLOR, Rates \$ 36.50 OUGLAS, IRON, L HBURN COUNTIES Rates \$ 32.04	CLAIRE, JACKSON, AND TREMPEALEAU Fringes 26.45 INCOLN, ONEIDA, Fringes 26.45

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GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

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\* LABO0113-005 06/04/2018

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

Rates	Fringes
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Laborers:

Group 1\$	21.78	20.65
Group 2\$	27.71	20.65
Group 3\$	30.27	20.65
Group 4\$	32.04	20.65

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

#### LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

\* LABO0113-008 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

		Rates	Fringes
Group Group Group Group Group Group	(Tunnel-Free Air) 1 2 3 4 5 6 7	\$ 30.43 \$ 30.49 \$ 32.70 \$ 32.84 \$ 35.52	20.65 20.65 20.65 20.65 20.65 20.65 20.65

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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\* LABO0113-009 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

H	Rates	Fringes
Laborers: (Tunnel - *COMPRESSED AIR 0 - 15 lbs.) Group 1	30.43 33.24 34.04 34.16 36.86	20.65 20.65 20.65 20.65 20.65 20.65 20.65 20.65

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

\*Compressed Air 15 - 30 lbs add \$2.00 to all classifications \*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

\* LABO0140-005 06/04/2018

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE,FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER) Group 1 Group 2 Group 3 Group 4	\$ 29.26 \$ 29.46	17.20 17.20 17.20 17.20

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FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

\* LABO0464-002 06/04/2018

DANE AND DOUGLAS COUNTIES

	I	Rates	Fringes
			2
LABORER			
Group	1\$	27.31	17.20
Group	2\$	29.51	17.20
Group	3\$	29.71	17.20
Group	4\$	30.46	17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add  $\$1.00,\ 15-$  30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

\* LABO1091-010 06/04/2018

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

Rates Fringes

Laborers: (SEWER & WATER)	
Group 1\$ 27.10	17.20
Group 2\$ 29.16	17.20
Group 3\$ 29.36	17.20
Group 4\$ 30.11	17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

#### LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;

Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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PLAS0599-010 06/01/2017

Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1\$ 39.46 Area 2 (BAC)\$ 35.07 Area 3\$ 35.61 Area 4\$ 34.70 Area 5\$ 36.27	17.17 19.75 19.40 20.51 18.73
Area 6\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

\* TEAM0039-001 06/01/2018

Rates Fringes

TRUCK DRIVER 1 & 2 Axles\$ 3 or more Axles; Euclids	3 28.12	21.20
Dumptor & Articulated, Truck Mechanic	3 28.27	21.20
WELL DRILLER	3 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 (29CFR 5.5 (a) (1) (ii)).

#### \_\_\_\_\_

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION

### August 2018

## NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department 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, <u>per se</u>, 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.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



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Proposal ID: 2018091100	7 Project(s): 3110-02-71, 3110-06-70, 3110-06-71
	Federal ID(s): N/A, WISC 2018377, WISC 2018378
SECTION: 0001	Contract Items
Alt Set ID:	Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH		
0004	201.0110 Clearing	1,090.000 SY		
0006	201.0120 Clearing	841.000 ID	<u> </u>	
0008	201.0210 Grubbing	1,090.000 SY	<u></u>	
0010	201.0220 Grubbing	841.000 ID	<u></u>	
0012	202.0110 Roadside Clearing	60.000 SY		
0014	203.0100 Removing Small Pipe Culverts	7.000 EACH		
0016	203.0200 Removing Old Structure (station) 01. 134+32	LS	LUMP SUM	·
0018	204.0100 Removing Pavement	27,239.000 SY	·	·
0020	204.0110 Removing Asphaltic Surface	190.000 SY		
0022	204.0115 Removing Asphaltic Surface Butt Joints	1,425.000 SY	<u> </u>	
0024	204.0125 Removing Asphaltic Surface Milling	660.000 TON		
0026	204.0130 Removing Curb	55.000 LF	·	••
0028	204.0150 Removing Curb & Gutter	757.000 LF	·	·
0030	204.0155 Removing Concrete Sidewalk	2,970.000 SY	·	·
0032	204.0185 Removing Masonry	11.000 CY		



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Proposal ID: 2018091100	7 Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0195 Removing Concrete Bases	7.000 EACH		
0036	204.0210 Removing Manholes	16.000 EACH	<u></u>	<u>.</u>
0038	204.0215 Removing Catch Basins	16.000 EACH	<u>.</u>	<u></u>
0040	204.0220 Removing Inlets	15.000 EACH		
0042	204.0245 Removing Storm Sewer (size) 01. 12- Inch	846.000 LF		
0044	204.0245 Removing Storm Sewer (size) 02. 15- Inch	853.000 LF	. <u></u>	
0046	204.0245 Removing Storm Sewer (size) 03. 18- Inch	248.000 LF	·	
0048	204.0245 Removing Storm Sewer (size) 04. 21- Inch	228.000 LF	·	
0050	204.0245 Removing Storm Sewer (size) 05. 24- Inch	686.000 LF	;;	·
0052	204.0245 Removing Storm Sewer (size) 06. 30- Inch	59.000 LF		·
0054	204.0245 Removing Storm Sewer (size) 07. 36- Inch	229.000 LF		·
0056	204.0245 Removing Storm Sewer (size) 08. 48- Inch	144.000 LF		
0058	204.9060.S Removing (item description) 01. Manhole Covers	1.000 EACH		
0060	204.9060.S Removing (item description) 02. Commercial Signs	1.000 EACH	·	·



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Proposal ID: 2018091	1007 Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	204.9060.S Removing (item description) 03. Light Pole	2.000 EACH		
0064	204.9060.S Removing (item description) 04. Bollard	2.000 EACH	·	
0066	204.9060.S Removing (item description) 05. Salvaging Sign Sta 146+15	1.000 EACH		;;
0068	204.9090.S Removing (item description) 01. Modular Blocks	17.000 LF	·	·
0070	204.9105.S Removing (item description) 01. Timber Retaining Wall	LS	LUMP SUM	·
0072	205.0100 Excavation Common	32,390.000 CY		
0074	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	13,071.000 TON	·	·
0076	208.0100 Borrow	5,779.000 CY		
0078	209.2500 Backfill Granular Grade 2	739.000 TON	·	
0080	211.0400 Prepare Foundation for Asphaltic Shoulders	34.000 STA		
0082	213.0100 Finishing Roadway (project) 01. 3110-02- 71	1.000 EACH		·
0084	213.0100 Finishing Roadway (project) 02. 3110-06- 70	1.000 EACH		
0086	305.0110 Base Aggregate Dense 3/4-Inch	925.000 TON		
0088	305.0120 Base Aggregate Dense 1 1/4-Inch	17,874.000 TON		
0090	310.0110 Base Aggregate Open-Graded	219.000 TON		



 Proposal Schedule of Items
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 Proposal ID: 20180911007
 Project(s): 3110-02-71, 3110-06-70, 3110-06-71

 Federal ID(s):
 N/A, WISC 2018377, WISC 2018378

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	313.0110 Pit Run	30,185.000 TON		
0094	390.0201 Base Patching Asphaltic	90.000 TON	·	·
0096	405.0200 Coloring Concrete Custom	147.000 CY	·	
0098	405.1000 Stamping Colored Concrete	22.000 CY		
0100	415.0090 Concrete Pavement 9-Inch	27,456.000 SY		
0102	415.0210 Concrete Pavement Gaps	24.000 EACH		
0104	415.1090 Concrete Pavement HES 9-Inch	2,325.000 SY		
0106	415.4100 Concrete Pavement Joint Filling	20,430.000 SY		
0108	415.5110.S Concrete Pavement Joint Layout 01. 3110-02-71	1.000 LS	·	
0110	415.5110.S Concrete Pavement Joint Layout 02. 3110-06-70	1.000 LS	·	·
0112	416.0170 Concrete Driveway 7-Inch	775.000 SY		
0114	416.0190 Concrete Driveway 9-Inch	155.000 SY		
0116	416.0270 Concrete Driveway HES 7-Inch	601.000 SY		
0118	416.0290 Concrete Driveway HES 9-Inch	103.000 SY		
0120	416.0610 Drilled Tie Bars	88.000 EACH		
0122	416.0620 Drilled Dowel Bars	847.000 EACH		



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Proposal ID: 2018091100	Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	416.1010 Concrete Surface Drains	1.700 CY	<u></u>	·
0126	440.4410 Incentive IRI Ride	4,800.000 DOL	1.00000	4,800.00
0128	450.4000 HMA Cold Weather Paving	27.000 TON		
0130	455.0605 Tack Coat	1,569.000 GAL		
0132	460.2000 Incentive Density HMA Pavement	2,280.000 DOL	1.00000	2,280.00
0134	460.6223 HMA Pavement 3 MT 58-28 S	2,317.000 TON		
0136	460.6224 HMA Pavement 4 MT 58-28 S	1,244.000 TON	·	
0138	465.0120 Asphaltic Surface Driveways and Field Entrances	466.000 TON	·	
0140	465.0125 Asphaltic Surface Temporary	28.000 TON	<u></u>	·
0142	520.8000 Concrete Collars for Pipe	4.000 EACH	<u></u>	·
0144	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	4.000 EACH	·	·
0146	521.3112 Culvert Pipe Corrugated Steel 12-Inch	54.000 LF		
0148	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	3.000 EACH		
0150	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	1.000 EACH	·	
0152	522.1021 Apron Endwalls for Culvert Pipe Reinforced Concrete 21-Inch	1.000 EACH		



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Proposal ID: 2018091100	7 Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	4.000 EACH	·	·
0156	522.1027 Apron Endwalls for Culvert Pipe Reinforced Concrete 27-Inch	1.000 EACH		
0158	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	1.000 EACH	. <u></u>	·
0160	601.0407 Concrete Curb & Gutter 18-Inch Type D	28.000 LF	·	
0162	601.0409 Concrete Curb & Gutter 30-Inch Type A	5,212.000 LF	·	·
0164	601.0411 Concrete Curb & Gutter 30-Inch Type D	96.000 LF	·	·
0166	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	4,572.000 LF	. <u></u>	·
0168	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	302.000 LF	·	
0170	601.0600 Concrete Curb Pedestrian	59.000 LF		
0172	602.0410 Concrete Sidewalk 5-Inch	53,340.000 SF		
0174	602.0515 Curb Ramp Detectable Warning Field Natural Patina	345.000 SF	·	
0176	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	80.000 SF	·	
0178	606.0200 Riprap Medium	169.000 CY		
0180	608.0005 Storm Sewer Rock Excavation	486.500 CY	·	·
0182	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	280.000 LF	·	·



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Proposal ID: 201809110	07 Project(s):	3110-02-71, 3110-06-70, 3110-06-71
	Federal ID(s):	N/A, WISC 2018377, WISC 2018378
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mb	r ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	43.000 LF	·	·
0186	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	1,110.000 LF		·
0188	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,637.000 LF		·
0190	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	332.000 LF	·	
0192	608.0421 Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	400.000 LF	·	·
0194	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	1,809.000 LF		
0196	608.0427 Storm Sewer Pipe Reinforced Concrete Class IV 27-Inch	222.000 LF	. <u></u>	
0198	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	102.000 LF	;;	·
0200	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	265.000 LF		·
0202	608.0448 Storm Sewer Pipe Reinforced Concrete Class IV 48-Inch	153.000 LF		
0204	611.0530 Manhole Covers Type J	27.000 EACH		·
0206	611.0606 Inlet Covers Type B	1.000 EACH		
0208	611.0612 Inlet Covers Type C	5.000 EACH		
0210	611.0624 Inlet Covers Type H	24.000 EACH	·	·



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Proposal ID: 2018091100	Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	611.0627 Inlet Covers Type HM	14.000 EACH	<u></u>	
0214	611.0636 Inlet Covers Type HM-S	5.000 EACH	·	·
0216	611.0639 Inlet Covers Type H-S	15.000 EACH	·	
0218	611.0645 Inlet Covers Type MS-A	2.000 EACH	·	·
0220	611.1003 Catch Basins 3-FT Diameter	6.000 EACH	·	
0222	611.1004 Catch Basins 4-FT Diameter	6.000 EACH	<u></u>	
0224	611.1005 Catch Basins 5-FT Diameter	1.000 EACH		
0226	611.1006 Catch Basins 6-FT Diameter	1.000 EACH	<u></u>	
0228	611.1230 Catch Basins 2x3-FT	48.000 EACH	<u></u>	
0230	611.2004 Manholes 4-FT Diameter	3.000 EACH	. <u></u>	
0232	611.2005 Manholes 5-FT Diameter	17.000 EACH		
0234	611.2006 Manholes 6-FT Diameter	6.000 EACH		
0236	611.2008 Manholes 8-FT Diameter	2.000 EACH		
0238	611.3902 Inlets Median 2 Grate	1.000 EACH	<u></u>	
0240	611.8110 Adjusting Manhole Covers	1.000 EACH	<u>.</u>	
0242	611.9800.S Pipe Grates	1.000 EACH		
0244	612.0106 Pipe Underdrain 6-Inch	1,850.000 LF	<u>.</u>	



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Proposal ID: 2018091100	7 Project(s): 37	110-02-71, 3110-06-70, 3110-06-71
	Federal ID(s): N	I/A, WISC 2018377, WISC 2018378
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr II	D:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	612.0206 Pipe Underdrain Unperforated 6-Inch	368.000 LF		
0248	612.0208 Pipe Underdrain Unperforated 8-Inch	100.000 LF	<u>.</u>	<u>.</u>
0250	612.0210 Pipe Underdrain Unperforated 10-Inch	100.000 LF	<u>.</u>	<u>.</u>
0252	612.0212 Pipe Underdrain Unperforated 12-Inch	100.000 LF	·	·
0254	612.0700 Drain Tile Exploration	500.000 LF	·	·
0256	619.1000 Mobilization	1.000 EACH	·	·
0258	620.0300 Concrete Median Sloped Nose	217.000 SF	<u>.</u>	<u>.</u>
0260	623.0200 Dust Control Surface Treatment	8,100.000 SY	·	·
0262	624.0100 Water	1,228.000 MGAL	·	<u>.</u>
0264	625.0100 Topsoil	14,025.000 SY		
0266	625.0500 Salvaged Topsoil	15,570.000 SY		
0268	627.0200 Mulching	4,813.000 SY		
0270	628.1104 Erosion Bales	50.000 EACH		
0272	628.1504 Silt Fence	7,325.000 LF		
0274	628.1520 Silt Fence Maintenance	9,790.000 LF		
0276	628.1905 Mobilizations Erosion Control	15.000 EACH		
0278	628.1910 Mobilizations Emergency Erosion Control	15.000 EACH		



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Proposal ID: 2018091100	7 Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0280	628.2004 Erosion Mat Class I Type B	2,044.000 SY	·	·
0282	628.2006 Erosion Mat Urban Class I Type A	13,600.000 SY	<u>.</u>	·
0284	628.2008 Erosion Mat Urban Class I Type B	1,710.000 SY	·	
0286	628.6510 Soil Stabilizer Type B	0.255 ACRE	<u>.</u>	·
0288	628.7005 Inlet Protection Type A	76.000 EACH	·	
0290	628.7010 Inlet Protection Type B	3.000 EACH	<u>.</u>	·
0292	628.7015 Inlet Protection Type C	87.000 EACH		
0294	628.7020 Inlet Protection Type D	36.000 EACH	<u>.</u>	·
0296	628.7504 Temporary Ditch Checks	222.000 LF		
0298	628.7555 Culvert Pipe Checks	20.000 EACH	<u>.</u>	·
0300	628.7560 Tracking Pads	9.000 EACH		
0302	628.7570 Rock Bags	25.000 EACH	<u>.</u>	·
0304	629.0210 Fertilizer Type B	21.750 CWT	·	
0306	630.0120 Seeding Mixture No. 20	25.000 LB		
0308	630.0130 Seeding Mixture No. 30	318.000 LB	·	
0310	630.0160 Seeding Mixture No. 60	10.000 LB	·	
0312	630.0200 Seeding Temporary	605.000 LB	·	



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Proposal ID: 2018091100	Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0314	631.0300 Sod Water	320.900 MGAL		
0316	631.1000 Sod Lawn	14,125.000 SY		·
0318	633.5200 Markers Culvert End	6.000 EACH		
0320	634.0618 Posts Wood 4x6-Inch X 18-FT	51.000 EACH		
0322	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	42.000 EACH		
0324	634.0818 Posts Tubular Steel 2x2-Inch X 18-FT	106.000 EACH		
0326	637.2210 Signs Type II Reflective H	1,093.695 SF		
0328	637.2215 Signs Type II Reflective H Folding	7.460 SF		
0330	637.2230 Signs Type II Reflective F	432.820 SF		
0332	638.2102 Moving Signs Type II	1.000 EACH		
0334	638.2602 Removing Signs Type II	114.000 EACH		
0336	638.3000 Removing Small Sign Supports	111.000 EACH		
0338	641.8100 Overhead Sign Support (structure) 01. S- 64-605	LS	LUMP SUM	
0340	641.8100 Overhead Sign Support (structure) 02. S- 64-606	LS	LUMP SUM	
0342	641.8100 Overhead Sign Support (structure) 03. S- 64-607	LS	LUMP SUM	
0344	642.5401 Field Office Type D	1.000 EACH	·	·



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Proposal ID: 2018091100	Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0346	643.0300 Traffic Control Drums	3,616.000 DAY		
0348	643.0420 Traffic Control Barricades Type III	12,319.000 DAY		
0350	643.0705 Traffic Control Warning Lights Type A	17,442.000 DAY	<u></u>	
0352	643.0900 Traffic Control Signs	116,088.000 DAY	·	
0354	643.0910 Traffic Control Covering Signs Type I	1.000 EACH	<u></u>	
0356	643.0920 Traffic Control Covering Signs Type II	16.000 EACH	<u></u>	
0358	643.1000 Traffic Control Signs Fixed Message	136.500 SF		
0360	643.1050 Traffic Control Signs PCMS	42.000 DAY	<u></u>	
0362	643.5000 Traffic Control	1.000 EACH		
0364	644.1410.S Temporary Pedestrian Surface Asphalt	2,575.000 SF		
0366	644.1420.S Temporary Pedestrian Surface Plywood	500.000 SF		
0368	644.1430.S Temporary Pedestrian Surface Plate	1,500.000 SF	·	
0370	644.1601.S Temporary Curb Ramp	8.000 EACH		
0372	644.1616.S Temporary Pedestrian Safety Fence	455.000 LF		·
0374	645.0111 Geotextile Type DF Schedule A	1,235.000 SY		
0376	645.0120 Geotextile Type HR	510.000 SY		
0378	646.1020 Marking Line Epoxy 4-Inch	29,402.000 LF		



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Proposal ID: 2018091	1007 Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0380	646.3020 Marking Line Epoxy 8-Inch	2,278.000 LF		
0382	646.5020 Marking Arrow Epoxy	14.000 EACH	<u></u>	<u>.</u>
0384	646.5120 Marking Word Epoxy	8.000 EACH	<u></u>	<u></u>
0386	646.5220 Marking Symbol Epoxy	3.000 EACH		
0388	646.5320 Marking Railroad Crossings Epoxy	2.000 EACH		
0390	646.6120 Marking Stop Line Epoxy 18-Inch	336.000 LF		
0392	646.6320 Marking Dotted Extension Epoxy 18-Inch	87.000 LF		
0394	646.6464.S Cold Weather Marking Epoxy 4-Inch	7,483.000 LF		·
0396	646.6468.S Cold Weather Marking Epoxy 8-Inch	72.000 LF		·
0398	646.7120 Marking Diagonal Epoxy 12-Inch	657.000 LF	·	·
0400	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	2,021.000 LF		
0402	646.8120 Marking Curb Epoxy	152.000 LF	·	
0404	646.8220 Marking Island Nose Epoxy	6.000 EACH		·
0406	646.8305 Marking Parking Stall Paint	32.000 LF		
0408	646.9000 Marking Removal Line 4-Inch	145.000 LF	·	
0410	646.9010 Marking Removal Line Water Blasting 4- Inch	311.000 LF		·



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Proposal ID: 2018091100	7 Project(s):	3110-02-71, 3110-06-70, 3110-06-71
	Federal ID(s):	N/A, WISC 2018377, WISC 2018378
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mb	r ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0412	646.9110 Marking Removal Line Water Blasting 8- Inch	166.000 LF	·	·
0414	646.9210 Marking Removal Line Water Blasting Wide 01. 18-Inch	33.000 LF		·
0416	646.9310 Marking Removal Special Marking Water Blasting	10.000 EACH	·	·
0418	648.0100 Locating No-Passing Zones	0.750 MI	·	·
0420	650.4000 Construction Staking Storm Sewer	102.000 EACH		
0422	650.4500 Construction Staking Subgrade	6,870.000 LF		
0424	650.5000 Construction Staking Base	517.000 LF		
0426	650.5500 Construction Staking Curb Gutter and Curb & Gutter	530.000 LF		
0428	650.7000 Construction Staking Concrete Pavement	6,358.000 LF		
0430	650.8000 Construction Staking Resurfacing Reference	1,600.000 LF	·	
0432	650.8500 Construction Staking Electrical Installations (project) 01. 3110-02-71	LS	LUMP SUM	·
0434	650.8500 Construction Staking Electrical Installations (project) 02. 3110-06-70	LS	LUMP SUM	·
0436	650.9000 Construction Staking Curb Ramps	43.000 EACH		
0438	650.9910 Construction Staking Supplemental Control (project) 01. 3110-02-71	LS	LUMP SUM	·



Proposal ID: 201809110	07 Project(s): 3110-02-71, 3110-06-70, 3110-06-71
	Federal ID(s): N/A, WISC 2018377, WISC 2018378
SECTION: 0001	Contract Items
Alt Set ID:	Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0440	650.9910 Construction Staking Supplemental Control (project) 02. 3110-06-70	LS	LUMP SUM	·
0442	650.9920 Construction Staking Slope Stakes	7,610.000 LF		
0444	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	546.000 LF	. <u> </u>	
0446	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,103.000 LF		·
0448	652.0605 Conduit Special 2-Inch	52.000 LF		
0450	652.0800 Conduit Loop Detector	1,037.000 LF		
0452	653.0120 Pull Boxes Steel 18x24-Inch	5.000 EACH	·	·
0454	653.0130 Pull Boxes Steel 18x36-Inch	1.000 EACH		
0456	653.0135 Pull Boxes Steel 24x36-Inch	2.000 EACH		
0458	653.0140 Pull Boxes Steel 24x42-Inch	1.000 EACH		
0460	653.0164 Pull Boxes Non-Conductive 24x42-Inch	9.000 EACH		
0462	653.0905 Removing Pull Boxes	1.000 EACH		
0464	655.0700 Loop Detector Lead In Cable	1,224.000 LF	·	
0466	655.0800 Loop Detector Wire	960.000 LF		
0468	670.0100 Field System Integrator	LS	LUMP SUM	
0470	670.0200 ITS Documentation	LS	LUMP SUM	



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	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0472	678.0600 Install Ethernet Switches	1.000 EACH	·	
0474	678.0800 Install Cellular Modems	1.000 EACH		
0476	690.0150 Sawing Asphalt	4,031.000 LF		
0478	690.0250 Sawing Concrete	1,746.000 LF		
0480	715.0415 Incentive Strength Concrete Pavement	8,810.000 DOL	1.00000	8,810.00
0482	715.0710 Optimized Aggregate Gradation Incentive	25,000.000 DOL	1.00000	25,000.00
0484	999.1500.S Crack and Damage Survey	LS	LUMP SUM	
0486	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	9,000.000 HRS	5.00000	45,000.00
0488	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	10,000.000 HRS	5.00000	50,000.00
0490	SPV.0060 Special 01. Bollard	2.000 EACH	·	
0492	SPV.0060 Special 02. Vacuum Excavation	10.000 EACH		
0494	SPV.0060 Special 03. Connect to Existing Water Main	6.000 EACH	·	
0496	SPV.0060 Special 04. Connect to Existing Water Service	23.000 EACH	·	
0498	SPV.0060 Special 05. Water Service Corporation, Curb Stop, and Box, 1-Inch	13.000 EACH	·	
0500	SPV.0060 Special 06. Water Service Corporation, Curb Stop, and Box, 1 1/2-Inch	1.000 EACH		



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Proposal ID: 2018091100	Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0502	SPV.0060 Special 07. Water Service Corporation, Curb Stop, and Box, 2-Inch	9.000 EACH		
0504	SPV.0060 Special 08. Fire Hydrant with Auxiliary Valve and 6-Inch Lead	7.000 EACH	·	
0506	SPV.0060 Special 09. Water Main Gate Valve and Valve Box, 8-Inch	3.000 EACH	·	
0508	SPV.0060 Special 10. Water Main Gate Valve and Valve Box, 12-Inch	5.000 EACH	·	
0510	SPV.0060 Special 11. Utility Line Opening (ULO)	4.000 EACH	··	·
0512	SPV.0060 Special 12. Bentonite Clay Dam	6.000 EACH		
0514	SPV.0060 Special 13. Fluorocarbon Water Main Gasket, Mechanical 12-Inch	25.000 EACH	·	
0516	SPV.0060 Special 14. Fluorocarbon Water Main Gasket, Mechanical 8-Inch	10.000 EACH	·	
0518	SPV.0060 Special 15. Fluorocarbon Water Main Gasket, Mechanical 6-Inch	10.000 EACH	·	
0520	SPV.0060 Special 16. Fluorocarbon Water Main Gasket, Slip 12-Inch	10.000 EACH	. <u></u>	·
0522	SPV.0060 Special 17. Fluorocarbon Water Main Gasket, Slip 8-Inch	10.000 EACH	. <u></u>	
0524	SPV.0060 Special 18. Nitrile Water Main Gasket, Mechanical 12-Inch	5.000 EACH		·
0526	SPV.0060 Special 19. Nitrile Water Main Gasket, Mechanical 8-Inch	5.000 EACH		·



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Proposal ID: 2018091100	7 Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0528	SPV.0060 Special 20. Nitrile Water Main Gasket, Mechanical 6-Inch	5.000 EACH	·	·
0530	SPV.0060 Special 21. Nitrile Water Main Gasket, Slip 12-Inch	5.000 EACH		
0532	SPV.0060 Special 22. Nitrile Water Main Gasket, Slip 8-Inch	5.000 EACH		
0534	SPV.0060 Special 23. Connect to Existing Sanitary Main or Manhole	5.000 EACH	·	
0536	SPV.0060 Special 24. Connect to Existing Sanitary Sewer Lateral	27.000 EACH		
0538	SPV.0060 Special 25. Sanitary Sewer Manhole, 4- Foot Diameter	13.000 EACH		
0540	SPV.0060 Special 26. Construct Outside Drop	4.000 EACH		
0542	SPV.0060 Special 27. Adjust Sanitary Manhole Cover	2.000 EACH		·
0544	SPV.0090 Special 01. Concrete Curb and Gutter HES 30-Inch Type A	528.000 LF		·
0546	SPV.0090 Special 02. Concrete Curb and Gutter HES 6-Inch Sloped 36-Inch Type A	274.000 LF		
0548	SPV.0090 Special 03. Concrete Curb and Gutter SHES 30-Inch Type A	50.000 LF		·
0550	SPV.0090 Special 04. Concrete Curb and Gutter SHES 6-Inch Sloped 36-Inch Type A	50.000 LF		·
0552	SPV.0090 Special 05. Pedestrian Railing	24.000 LF		



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Proposal ID: 2018091100	Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0554	SPV.0090 Special 06. Concrete Curb and Gutter 24-Inch Type A	1,970.000 LF	·	·
0556	SPV.0090 Special 07. Concrete Curb and Gutter Mountable 24-Inch Type A	945.000 LF		·
0558	SPV.0090 Special 08. Concrete Curb and Gutter 24-Inch Type D	48.000 LF		·
0560	SPV.0090 Special 09. Concrete Curb and Gutter HES 24-Inch Type A	121.000 LF		
0562	SPV.0090 Special 10. Concrete Curb and Gutter SHES 24-Inch Type A	40.000 LF		
0564	SPV.0090 Special 11. Water Service Copper, 1-Inch	420.000 LF	·	
0566	SPV.0090 Special 12. Water Service Copper, 1 1/2- Inch	42.000 LF		·
0568	SPV.0090 Special 13. Water Service Copper, 2- Inch	340.000 LF	. <u></u> .	
0570	SPV.0090 Special 14. Water Main, Ductile Iron (DI), 8-Inch	266.000 LF	·	
0572	SPV.0090 Special 15. Water Main, Ductile Iron (DI), 12-Inch	2,438.000 LF		
0574	SPV.0090 Special 16. Water Main Insulation	20.000 LF	·	
0576	SPV.0090 Special 17. Water Main Rock Excavation	2,023.000 LF		
0578	SPV.0090 Special 18. Sanitary Lateral, 4-Inch	100.000 LF	·	
0580	SPV.0090 Special 19. Sanitary Lateral, 6-Inch	993.000 LF		



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Proposal ID: 2018091100	Project(s): 3110-02	2-71, 3110-06-70, 3110-06-71
	Federal ID(s): N/A, W	ISC 2018377, WISC 2018378
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0582	SPV.0090 Special 20. Sanitary Sewer, PVC, SDR 35 8-Inch	1,032.000 LF	·	·
0584	SPV.0090 Special 21. Sanitary Sewer, PVC, SDR 35 10-Inch	1,565.000 LF		
0586	SPV.0090 Special 22. Sanitary Force Main, PVC, C900 6-Inch	523.000 LF	. <u></u> .	
0588	SPV.0090 Special 23. Sanitary Sewer Rock Excavation	2,238.000 LF	·	·
0590	SPV.0090 Special 24. Granular Backfill, Sanitary Sewer and Force Main	3,591.000 LF	·	
0592	SPV.0090 Special 25. Granular Backfill, Water Main	3,620.000 LF	·	
0594	SPV.0105 Special 01. Remove Loop Detector Wire and Lead-In Cable (USH 12 & CTH P)	LS	LUMP SUM	
0596	SPV.0105 Special 02. Removing Overhead Sign Supports Station 99+60	LS	LUMP SUM	
0598	SPV.0105 Special 03. Removing Overhead Sign Supports Station 100+35	LS	LUMP SUM	
0600	SPV.0105 Special 04. Abandon Existing Water Main	LS	LUMP SUM	
0602	SPV.0105 Special 05. Abandon Existing Sanitary Sewer	LS	LUMP SUM	
0604	SPV.0120 Special 01. Water for Seeded Areas	63.000 MGAL	·	
0606	SPV.0180 Special 01. Concrete Driveway SHES 7- Inch	120.000 SY		·



Proposal ID: 2018091100	7 Project(s): 3110-02-71, 3110-06-70, 3110-06-71	
	Federal ID(s): N/A, WISC 2018377, WISC 2018378	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Approximate Quantity and Units Item ID Line Unit Price **Bid Amount** Number Description 0608 SPV.0180 75.000 Special 02. Concrete Driveway SHES 9-SY Inch 0610 SPV.0180 210.000 Special 03. Concrete Pavement SHES 9-SY Inch Section: 0001 Total: Total Bid:

# PLEASE ATTACH SCHEDULE OF ITEMS HERE