

# **PROJECT MANUAL**

**(SPECIAL PROVISIONS, SPECIFICATIONS, BIDDING & CONTRACT DOCUMENTS)**

## **WASHINGTON COUNTY HIGHWAY DEPARTMENT**

**PLAN OF PROPOSED IMPROVEMENT**

### **CTH H**

**STH 144 TO CTH XX  
TOWN OF FARMINGTON  
WASHINGTON COUNTY**

PROJECT NUMBER

**HWY 11-05**

PROJECT NUMBER: HWY11-05

MANUAL NUMBER:

DATE: FEBRUARY 28, 2011

## **QUESTIONS ABOUT THIS PROJECT**

**PLEASE CONTACT:**

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**AT**

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**SECTION 00010**

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## ADVERTISEMENT FOR BIDS

### CTH H STH 144 TO CTH XX WASHINGTON COUNTY HIGHWAY DEPARTMENT PROJECT NUMBER: HWY11-05

The Washington County Highway Department will accept sealed bids for the County Trunk Highway H (CTH H) Improvement Project until **2:00 P.M., Tuesday, March 22, 2011**, at the Washington County Highway Department office, 900 Lang Street, West Bend, WI 53090. At that time, County officials will publicly open and read aloud the bids. Normal Washington County Highway Department business hours are 7:00 a.m. – 4:30 p.m. Monday – Friday.

CONTRACT DOCUMENTS are on file and open for inspection during normal business hours at the following locations: the office of the Gremmer & Associates, Inc. at 93 Pioneer Road; Fond du Lac, WI 54935; Milwaukee Builders Exchange; Bid & Builders Exchange in Madison; Builders Exchange of WI-Milwaukee; and Green Bay Builders Exchange.

CONTRACT DOCUMENTS may be obtained **ONLY** from Gremmer & Associates, Inc. Access the Gremmer & Associates, Inc. website ([www.gremmerassociates.com](http://www.gremmerassociates.com)), and go to “Contract Bids” to view and download bid information and documents after **February 28, 2011**. No password is required. Contact Gremmer & Associates, Inc. at 920-924-5720 for assistance in downloading and working with the digital documents.

Approximate quantities are as follows:

Excavation Common	94,300 CY
Excavation Rock	400 CY
Excavation Marsh	27,400 CY
Select Borrow	21,450 CY
Base Aggregate Dense	75,700 TON
HMA Pavement Type E-1	15,000 TON
Concrete Curb & Gutter 36-Inch Type D	2,800 LF
Salvaged Topsoil, Fertilizer, Seed, & Mulch	104,000 SY
Epoxy Pavement Markings	62,400 LF
Culvert Pipes	1,665 LF
Box Culverts	6 Each

The project is expected to begin May 31, 2011, and shall be substantially completed by October 1, 2011, and shall be fully completed by October 15, 2011. Construction time is of the essence. Completion delays are subject to liquidated damages.

Bid Security in the form of a certified check payable to Washington County Treasurer or a Bid Bond without condition to Washington County Treasurer in the amount of five (5) percent of the base bid shall be submitted with the bid as a guarantee that if the bid is accepted, a proper contract and bond will be executed and filed within 10 days after the acceptance of the bid. If such bidder fails to execute and file such contract, the amount of the check or bid bond shall be forfeited as liquidated damages. The accepted bidder will also be required, as a condition precedent to award of contract, to furnish in the amount of 100% of the contract price, satisfactory Performance & Payment Bonds and Certificate of Insurance.

Bids shall be submitted on the bid form provided and all blanks must be filled in for the bid to be accepted. No bid may be withdrawn for a period of 60 days from the date of the bid opening.

All bidders must include the "Bidders Qualification Statement," as part of their sealed response. **If the Bidder Qualification Statement is missing, the bid may be rejected.**

Prevailing wages rates shall be in accordance with the Wisconsin Statutes and the Prevailing Wage Rate Determination for this project.

The Washington County Highway Department has the right to reject any and/or all bids received, to waive any minor defects or irregularities that may be found in the bids, and to accept the bid that is in the best interest of the Washington County Highway Department. Furthermore, the Washington County Highway Department reserves the right to cancel any order or contract for failure of the successful bidder to comply with the terms, conditions, and specifications of the bid request and/or contract. The Washington County Highway Department reserves the right to award the bid in the aggregate or by item or like item groups (where applicable) to the lowest responsible, responsive bidder who complies with the specifications, service and can meet the requirements of this request.

This advertisement is published by authority of Washington County Highway Department, February 25, 2011; March 4, 2011; and March 11, 2011.

Gremmer & Associates, Inc.  
93 South Pioneer Road, Suite 300  
Fond du Lac, WI. 54935  
(920) 924-5720  
(920) 924-5725(fax)

## SECTION 00040

### BIDDER'S QUALIFICATION STATEMENT

Pursuant to Section 66.29 Wisconsin Statutes, the following qualification statement must be completed and presented to the County. The statement will be used to judge the BIDDER'S ability to furnish the necessary labor, materials and skills necessary to complete the contract work being done.

All bidders must include the "Bidders Qualification Statement," as part of their sealed response. **If the Bidder Qualification Statement is missing, the bid may be rejected.** Information on this statement will be kept confidential.

#### 1. IDENTIFICATION

- A. Official Firm Name \_\_\_\_\_
- B. Telephone \_\_\_\_\_
- C. Address \_\_\_\_\_  
\_\_\_\_\_
- D. Number of years in business under present firm name? \_\_\_\_\_
- E. Please check (1), (2), or (3):  
(1) A Corporation \_\_\_\_\_ (2) A Co-Partnership \_\_\_\_\_ (3) An Individual \_\_\_\_\_
- F. Principle Individuals:  
(If a Corporation, answer below:) (If a Co-Partnership, answer below:)
- |                 |                                |
|-----------------|--------------------------------|
| President:_____ | Name of Partner:_____          |
| Vice Pres:_____ | Name of Partner:_____          |
| Secretary:_____ | If a Sole Trader answer below: |
| Treasurer:_____ | Name of Sole Trader:_____      |
- G. If a Corporation, answer below:
- (1) Licensed to do business in Wisconsin \_\_\_\_\_, 20\_\_\_\_.
- (2) When Incorporated? \_\_\_\_\_
- (3) In what State? \_\_\_\_\_

**2. EXPERIENCE**

A. Tabulation of major contracts which firm has completed during past five years:

<b>Year</b>	<b>Class of Work</b>	<b>Contract Amount</b>	<b>Location of Work</b>	<b>For Whom Performed, Name, and Mailing Address</b>
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B. Tabulation of Construction Experience in the past five years:

<b>Year</b>	<b>Class of Work</b>	<b>Contract Amount</b>	<b>Location of Work</b>	<b>For Whom Performed, Name, and Mailing Address</b>
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C. Tabulation of Construction Experience of Principal Individuals in organization:

Individual's Name	Present Position or Office	Years of Experience	Class of Work
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D. Average number of employees during the last 12 months:

Office \_\_\_\_\_ Skilled \_\_\_\_\_ Unskilled \_\_\_\_\_

Has firm ever worked on a project in which State or Federal grants have been used to fund the work?

Yes \_\_\_\_\_ No \_\_\_\_\_

### 3. EQUIPMENT

A. List below major pieces of equipment owned and available when needed for the proposed work:

Quantity	Item	Description, Size Capacity, etc.	Condition (good or fair)	Years of Service
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### 4. CONTRACTUAL RESPONSIBILITY

A. Has firm ever failed in the past ten years to complete on time work awarded to it?

Yes \_\_\_\_\_ No \_\_\_\_\_

B. Has any officer or partner of firm ever failed in the past ten years to complete on time a construction contract handled in his own name?

Yes \_\_\_\_\_ No \_\_\_\_\_

- C. Has any officer or partner of firm ever been an officer or partner of some other organization during the past ten years that failed to complete on time a construction contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

- D. Has firm asked to be relieved from a bid submitted by it to a public awarding authority during the past ten years?

Yes \_\_\_\_\_ No \_\_\_\_\_

- E. Has firm ever been charged with or convicted of a violation of any wage schedule?

Yes \_\_\_\_\_ No \_\_\_\_\_

- F. If the answer to any of the above questions is "YES," give details below:

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## 5. BONDING RESPONSIBILITY

- A. (1) Names and addresses of bonding companies which generally execute bid and surety bonds for your firm: \_\_\_\_\_

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- (2) Names and addressed of all bonding companies other than those listed in A (1) above which have written bid and surety bonds during the last five year for your firm: \_\_\_\_\_

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- B. Has any bonding company ever taken over a contract, or made any payments, because of firm's failure to carry out a contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, state:

(1) Date: \_\_\_\_\_

(2) Name of Bonding Co.: \_\_\_\_\_

(3) Bonding Company's Mailing Address: \_\_\_\_\_

(4) Full particulars in each instance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. CONTRACTOR'S FINANCIAL STATEMENT**

- A. Itemize your current assets as of latest balance sheet date.  
Give date: \_\_\_\_\_
- B. Itemize your current liabilities as of latest balance sheet date.  
Give date: \_\_\_\_\_
- C. Who prepared such balance sheet? \_\_\_\_\_
- D. Are any of your assets assigned -- if so, which are assigned? \_\_\_\_\_  
\_\_\_\_\_

For what purpose are they assigned? \_\_\_\_\_

Attach financial statement if requested.

**7. AFFIDAVIT**

STATE OF WISCONSIN

\_\_\_\_\_ County } SS

\_\_\_\_\_ being duly sworn, deposes and says that he is  
(Name)

the \_\_\_\_\_ of \_\_\_\_\_ and that the  
answers to the foregoing questions and all statements therein contained are true and correct, and that any  
owner, bonding company, or other agency, herein named is hereby authorized to supply the County with any  
information deemed necessary to verify this statement.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Notary Public

\_\_\_\_\_ County, Wisconsin

My Commission Expires:

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1. DEFINED TERMS

The terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Bidder" is defined as one who submits a Bid to the Owner. The term "Successful Bidder" is defined as the lowest qualified, responsible, and responsive Bidder, to whom the Owner awards the Contract. The term "Bidding Documents" includes the Advertisement for Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents.

#### 2. COPIES OF BIDDING DOCUMENTS

Complete sets of the Bidding Documents may be obtained as stated in the Advertisement for Bids.

A complete set of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

#### 3. QUALIFICATION STATEMENT

The Owner may require each Bidder to show, on an annual basis or with a specific project, satisfactory evidence:

- a) that he/she has been regularly engaged in the business of constructing the Work described in the Contract Documents;
  - b) that he/she is qualified and competent to perform the Work described in the Contract Documents;
  - c) that he/she is fully prepared with the necessary capital to commence the Work or furnish the material, without delay, after the date of award of the Contract to him/her; and
  - d) that he/she is prepared to complete the Work within the time specified in the Contract Documents; and in accordance with the Agreement.
- A. Included with your bids, Bidders shall fulfill the above requirement by submitting a Bidder's Qualification Statement on the form provided in these Contract Documents. **If the Bidder Qualification Statement is missing, the bid may be rejected.**

#### 4. EXAMINATION OF SITE, CONTRACT DOCUMENTS

The Bidder is required to examine carefully the work site and the complete Contract Documents for the work contemplated. The Bidder will be fully responsible for fully informing himself as to the quality and quantity of materials and work, and shall further investigate the location and make a careful examination of the sources of materials. It is mutually agreed that submission of a Proposal shall be conclusive evidence that the Bidder has made such examination and is satisfied as to all conditions and contingencies. No additional amount above the Bid and/or Contract Price shall be allowed because of error on the part of the Contractor.

The Bidder is expected to base the bid on materials, labor and equipment complying fully with the contract documents, and in the event the Bidder names or includes in his bid materials, labor or equipment which does not conform, they will, if awarded a contract, be responsible for furnishing materials, labor and equipment which fully conforms at no change in the contract price.

## **5. BID SECURITY**

Each BID must be accompanied by a BID bond payable to the Washington County Treasurer for five (5) percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds except for that of the successful Bidder which will be retained until such Bidder has executed the Agreement and furnished the required Performance and Payment Bonds. If the successful Bidder fails to complete the above within 10 days of the Notice of Award, The Owner may annul the Notice of Award and the Bid Security will be forfeited to the Owner as liquidated damages as per WI State Statutes 59.52 (29) and 66.0901. The Owner reserves the right to retain the security of the next lowest Bidder until the lowest Bidder enters into contract or for the bid time stated in Item 1 of the Bid, whichever is shorter. A certified check may be used in lieu of a BID bond.

## **6. SUBSTITUTE MATERIAL AND EQUIPMENT**

The Contract, if awarded, will be on the basis of material and equipment described in the Plans or specified in the specifications. Whenever it is indicated in the Plans or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Owner, application for such acceptance will be considered by the Owner. The procedure for submittal of any such application by Contractor and consideration by the Owner is set forth in the General Conditions.

## **7. BID SIGNATURE**

Bidders must state in their Bids their full name and business address. If an incorporated company, Bidders must list the name of the state which has incorporated the company under its laws. The State of Wisconsin must have licensed this company to do business, prior to award of this Contract for the work described in the Plans, Specifications, and Contract Documents. The party properly authorized to submit the Bid must sign it.

If a Bidder does not sign this Bid, the signee must attach a Power of Attorney, evidencing the authority to sign the Bid in the name of the person for whom he has signed it.

The signee of a Bid for a corporation shall indicate the correct corporate name thereof and shall include the signature of the president or other authorized officer of the corporation, manually written below the corporate name following the word "By \_\_\_\_\_ (name, title) \_\_\_\_\_." If the signee of such a Bid is other than the President or Vice-President of the corporation, this signee shall attach a certified copy of a resolution of the Board of Directors, evidencing the authority of such official to sign the Bid. Such Bid should also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

For Bids of a partnership, all of the partners, or an attorney-in-fact, shall sign the Bid. If signed by an attorney-in-fact, he should attach to the Bid a Power of Attorney, executed by the partners, evidencing authority to sign the Bid.

## **8. BID FORM AND SUBMITTAL**

Each Bidder must seal his/her Bid in an envelope, upon which he/she shall plainly state the title of the Work for which the Bid is submitted. Along with the Bid, the Bidder must submit the cash deposit, bid bond, or certified check. The Bidder should deliver or mail the Bid to the Owner at or before the time specified in the Advertisement for Bids.

The Owner will only consider Bids, which are made out on the regular form, supplied with this document and which include a quotation for all required Bid items. When the Owner does not require quotations on all items in the schedule or quantities, Bidders should insert the words "No Bid" in the appropriate space provided. The Owner will reject unbalanced bids. Bidder shall specify a unit price and a total price for each of the separate items listed in the Bid and, where required, for the total sum for which he/she will perform all of the Work or furnish all of the material specified. All writing shall be done in ink or by typewriter. The Owner, at its discretion, will compare Bids, in whole or in part, on a unit basis.

Bidding shall be as set forth in the Bid Form. Each Bid Item shall include all of the Contractor's costs, such as transportation, insurance, bonds, delays, labor, machinery, tools, and all materials necessary with the requirements of these Specifications. The Bidder shall make no additional stipulations on the bid form or qualify the bid in any manner.

Bids must be manually signed on the forms provided and manually signed to be considered. All names must be typed or printed below the signature. Standard Terms and Conditions are included with this request and are hereby made a part of it.

Each Bidder must state in his/her Bid, the Bidder's full name and business address. If an incorporated company, he must list the State, which incorporated his company under its law. The State of Wisconsin must license such a company to do business, prior to award of the Contract by the Owner.

The schedule of quantities of the Work, while the result of careful calculation, is approximate. Bidders shall assume them to be reasonably accurate, and shall use them in calculating the relative amounts of the Bid, but they are not the basis for final payment. Each Bidder shall make his/her own estimate of the quantities and shall calculate his/her unit prices accordingly. The Owner shall make payment for Work performed or material furnished, according to the field measurements or to the actual count on a unit price basis, using the Unit Prices indicated in the Bid of the Successful Bidder. The Successful Bidder agrees to accept such amount in full payment for the Work performed or material furnished.

The Bidder declares:

- 1) that he/she will perform all of the Work at their own proper cost and expense;
- 2) that he/she will furnish all necessary material, labor, tools, machinery, apparatus, and other means of construction in the manner provided and at the time specified in the Plans, Specifications, and Contract Documents, of which his/her Bid will become a part, if and when accepted;
- 3) that only the persons, firm, or corporation herein named have an interest in this Bid; and
- 4) that he/she submits this Bid without collusion with any person(s) or corporation(s).

## **9. REJECTION OF BIDS**

The Owner reserves the right to reject:

- a) any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids, when it is in the best interest of the Owner;
- b) the Bid of a Bidder who has previously failed to perform properly or complete on time, in Contracts of a similar nature; and
- c) the Bid of a Bidder who is not, in the opinion of the Owner, in a position to perform the Work as specified.
- d) the Bid of any Bidder who does not pass any evaluation to Owner's satisfaction.

## **10. OPENING OF BIDS**

When Bids are opened publicly, they will be read aloud, and an abstract of the amounts of the base Bids will be made available after the opening of Bids.

All bids shall be binding for sixty (60) days following the bid opening date unless the Bidder(s), upon request of the County, agree to an extension.

## **11. BIDS TO REMAIN OPEN**

All Bids shall remain open for the time period specified in the Advertisement for Bids. The Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## **12. AWARD**

The Owner shall award the Contract to the lowest, most responsible and responsive Bidder, usually at the first regular Washington County Transportation Committee meeting following the Bid Opening, provided the Bids have been submitted in accordance with the requirements of the Bidding Documents and do not exceed the funds available. The Owner shall mail or deliver a Notice of Award to the Successful Bidder after this meeting. If low Bids are tied, the Owner will select the Successful Bidder.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated use of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and options and unit prices if requested in the Bid Form. The Owner reserves the right to award the Contract to the lowest combination of Total Bid Base and any selected Alternate Bids, if applicable.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted in Section 00430 of the Specifications within 48 hours after the bid opening. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation.

The Owner will require the Successful Bidder to execute and deliver three copies of the Agreement, to which an approved surety or sureties shall, in accordance with the law, become bound to perform or to secure the performance of the Agreement for sums equal to the Agreement prices. The copies of this Agreement will be in the form attached hereto and the successful Bidder shall deliver them to the Owner, within 10 calendar days from the date of a notice that the Owner has awarded the Contract. In case of failure to perform the above, the Owner will consider this Successful Bidder to have abandoned his/her Bid, and to be in default to the Owner, in the full amount of the Bid Bond. It is distinctly understood and agreed by the Bidder that the Bid Bond accompanying the Bid represents the liquidated damages which the Owner will suffer by reason of the Bidder's default in properly executing the Agreement and by the need to furnish sureties after the Owner has awarded the Contract.

Bidder shall provide a certificate of insurance upon award as stated in Appendix A attached. Proof of insurance is required when award is made.

Performance and Payment Bonds will be required for this project for 100% of the contract amount. The General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

### **13. TIME OF COMPLETION**

The successful Bidder must complete the entire Work, to the Owner's satisfaction by the date specified in the Plans, Specifications, and Contract Documents as set forth in the Bid and included in the Agreement.

### **14. LIQUIDATED DAMAGES**

The liquidated damages for not completing the Work within the time specified shall be as set forth in the Bid Form and Agreement Form.

### **15. INTERPRETATION OF DOCUMENTS/QUERIES/ADDENDA**

All questions about the meaning or intent of the Contract Documents shall be submitted to the, Gremmer & Associates Inc., in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the Bidding Documents. Only questions answered by Formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. However, Bidders wishing to discuss any aspect of the Work are requested to contact Jeff Chvosta of Gremmer & Associates, Inc. at (920) 920-5720.

Any conflicts within or between the Drawings and the Project Manual shall be submitted to the Engineer, Gremmer & Associates, Inc., in writing, for review and processing. The Engineer's decision shall be final as to which shall prevail. This provision shall apply regardless of whether



said conflict is acknowledged before or after bids are opened or Contracts let, or actual construction has commenced.

If addenda are issued, all Bids submitted shall include an acknowledgement of receipt of the Addenda. **Failure to acknowledge addenda may result in rejection of bid.**

## **16. WITHDRAWAL OF BIDS**

Bids may be withdrawn by a signed and notarized notice delivered to the Washington County Highway Department and presenting proper identification upon request prior to the time of opening. Partial Bid withdraw is not acceptable and once the bid is withdrawn it may not be resubmitted. Faxed and emailed bids will be rejected. Late bids will not be accepted and will remain unopened and returned to sender.

No bid can be withdrawn, changed or amended after the published time of receipt of bids. Unless a longer or shorter time period is stated in the Advertisement for Bids, no Bid may be withdrawn for 60 days after the date of the Bid opening.

## **17. BONDS**

A certified check or bank check, payable to the Owner, or a satisfactory Bid Bond issued by a Surety lawfully authorized to do business in the State of Wisconsin, executed by the Bidder and a licensed surety company in an amount not less than five (5) percent of the maximum Bid, shall accompany each Bid. This Bid Bond will serve as guarantee that if the Owner accepts the Bid, the Bidder will execute and file the proposed Agreement and Bonds within ten (10) calendar days of the Notice of Award of the Contract. The Owner will consider no Bid, unless otherwise noted, unless it is accompanied by a Bid guarantee. The Bid Bond shall be made payable to the Owner. If bid security is missing, the bid will not read and it will be rejected.

## **18. WAGE RATES**

1. This project is subject to prevailing wage rate determination issued by the State of Wisconsin Department of Workforce Development (DWD). See Prevailing Wage Rate determination included with this RFB. As part of this requirement, awarded contractor(s) shall:
  - A) Provide the DWD certified payroll records monthly through the DWD's website at [http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm) (Contact DWD to verify proper website address).
  - B) Upon completion of the project, each prime contractor shall provide to the County an Affidavit of Compliance to paying prevailing wages prior to release of final payment for the project.
  - C) Awarded Contractor shall post the prevailing wage rate determination on the project site.
2. Contractors are hereby notified that if DWD finds that a contractor violated the prevailing wage rate law, DWD will assess liquidated damages of 100% of the wages owed to employees.

## **19. SALES TAXES**

Bidders shall include in their Bid, all applicable taxes, including, but not limited to, Federal Tax, State Tax, County Tax, and Local Taxes.

The unit prices or lump sum prices as submitted in the Bid Schedule shall be the total price for materials and/or services to be paid by the Owner, including all applicable taxes.

It shall be the responsibility of the Contractor to contact the Department of Revenue to determine if there are any tax exemptions available, which would affect bidding.

## **20. CONTRACT PAYMENT ASSURANCES**

The Owner will comply with Wisconsin Act 237 (1997), effective June 17, 1998, which provides for changes in public works contract payment and performance bond requirements contained in Sec. 799.14, Stats. Specifically, the new law does not require payment or performance bonds for contracts involving less than \$10,000.

For contracts greater than \$10,000, the new law and the Owner establishes performance and payment assurance requirements, as follows:

The prime Contractor(s) shall be required to pay all claims for labor and materials furnished to complete the Work.

The prime Contractor(s) on contracts of \$30,000 or more shall submit to Owner a list of all subcontractors and suppliers performing labor or supplying materials under the Contract that individually have a total value of \$1,000 or more.

The Owner reserves the right to make payments to subcontractors and suppliers or to pay the prime Contractor(s) with checks that are made payable jointly to the prime contractor(s) and to one or more subcontractor and/or suppliers. This provision does not apply to a Contract for construction, improvement, extension, repair, replacement, or removal of a transportation facility under Sec. 84.185(1)(d), Stats., a bikeway under Sec. 84.60(1)(a), Stats., a bridge, a parking lot or an airport facility, unless such work is incidental to the prime contract.

Final payment will be made to successful bidder contingent upon owners' receipt of Prevailing Wage Rate Affidavit of Compliance, acceptance and approval of all work done and/or products provided or services rendered. Acceptance as herein means acceptance by the County of all work performed or products provided and services rendered, after the departments authorized agent has found it to be in compliance with the specification requirement.

## **21. SPECIAL LEGAL REQUIREMENTS**

Pursuant to Sec 103.503 of Wis. Stats, contractors and subcontractors shall have in place a written Substance Abuse Program in order to work on public works projects where employees are required to be paid the prevailing wage rate. Bidder, as part of their bid response or following award of this request, shall submit to Washington County the completed Affidavit of Compliance to Sec. 103.503 Wis. Stats. declaring that bidder and their subcontractors have a written Substance Abuse Program in place (See Appendix B of this request). Failure of the bidder to submit this Affidavit may result in their bid being rejected as non-responsive and next low bid may be considered for award of this project or re-bid as the county sees fit.

No reimbursement will be made by the County for any cost incurred in preparing responses to this solicitation, or for cost incurred before a formal notice to proceed is issued if a contract is awarded.

**SECTION 00210**  
**PREVAILING WAGE RATES**

State of Wisconsin Department of Workforce Development Equal Rights Division	<b>DEPARTMENTAL ORDER</b>
<b>ISSUE DATE:</b> 2/14/2011	
<b>PROJECT:</b>	
CTH H RECONSTRUCTION FARMINGTON TOWN, WASHINGTON COUNTY, WI Determination No. 201100525 [Owner Project No. HWY 11-05]	
<b>PROJECT OWNER:</b>	<b>REQUESTER:</b>
JON EDGREN PE, WASHINGTON COUNTY HWY COMMISSIONER WASHINGTON COUNTY 900 LANG STREET WEST BEND, WI 53090	JEFFREY A CHVOSTA PE, PROJECT ENGINEER GREMMER & ASSOCIATES INC 93 S PIONEER RD STE 300 FOND DU LAC, WI 54935
<b>ADDITIONAL CONTACT:</b>	
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a <b>FINAL ORDER</b> of the department unless a timely request for an administrative review is filed with the department.</p> <p><b>ISSUED BY:</b></p> <p style="text-align: center;">Equal Rights Division Labor Standards Bureau Construction Wage Standards Section PO Box 8928 Madison, WI 53708-8928 (608)266-6861</p> <p style="text-align: center;">Web Site: <a href="http://dwd.wisconsin.gov/er/">http://dwd.wisconsin.gov/er/</a></p>	

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 2/14/2011

**DETERMINATION NUMBER:** 201100525

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2011. If NOT, You MUST Reapply.

**PROJECT NAME:** CTH H RECONSTRUCTION  
PROJECT NO: HWY 11-05

**PROJECT LOCATION:** FARMINGTON TOWN, WASHINGTON COUNTY, WI

**CONTRACTING AGENCY:** WASHINGTON COUNTY

<b>CLASSIFICATION:</b>	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul>
<b>FUTURE INCREASE:</b>	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
<b>PREMIUM PAY:</b>	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
<b>APPRENTICES:</b>	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
<b>SUBJOURNEY:</b>	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.
<b>ELECTRONIC CERTIFIED: PAYROLL REPORTS:</b>	Every contractor working on this project MUST file monthly certified payroll reports in an electronic format that meets the Wisconsin Department of Workforce Development's reporting requirements. These certified payroll reports must be filed by the 7th of the month following the month in which the contractor performed work on this project at the following website: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm">http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm</a> .

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

**The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.**

**s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR"** for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

**s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.**

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

**s. 66.0903 (11) LIABILITY AND PENALTIES.**

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

<b>BUILDING OR HEAVY CONSTRUCTION</b>
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Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

<b>SKILLED TRADES</b>
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
102	Boilermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.95 6/06/2011	35.53	15.92	51.45
104	Cabinet Installer	28.31	14.91	43.22
105	Carpenter Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
107	Cement Finisher	29.72	15.23	44.95
108	Drywall Taper or Finisher	28.17	15.39	43.56
109	Electrician	31.10	20.39	51.49
110	Elevator Constructor	40.46	22.80	63.26
111	Fence Erector	22.50	3.65	26.15
112	Fire Sprinkler Fitter	36.82	19.03	55.85
113	Glazier	31.35	2.93	34.28
114	Heat or Frost Insulator	33.28	22.51	55.79
115	Insulator (Batt or Blown)	17.11	17.69	34.80
116	Ironworker Future Increase(s): Add \$2/hr on 6/6/2011.	31.31	21.79	53.10
117	Lather	31.38	16.11	47.49
118	Line Constructor (Electrical)	31.66	13.94	45.60

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
119	Marble Finisher	29.40	14.31	43.71
120	Marble Mason	34.58	14.92	49.50
121	Metal Building Erector	21.50	7.04	28.54
122	Millwright	28.30	23.06	51.36
123	Overhead Door Installer	17.25	3.00	20.25
124	Painter	27.82	16.23	44.05
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen.	28.11	23.76	51.87
127	Pipeline Fuser or Welder (Gas or Utility)	29.85	17.34	47.19
129	Plasterer	29.31	16.07	45.38
130	Plumber	35.28	14.96	50.24
132	Refrigeration Mechanic	35.81	16.99	52.80
133	Roofer or Waterproofer	28.85	3.20	32.05
134	Sheet Metal Worker	37.20	16.41	53.61
135	Steamfitter	37.21	19.04	56.25
137	Teledata Technician or Installer	24.09	9.87	33.96
138	Temperature Control Installer	35.81	16.71	52.52
139	Terrazzo Finisher	29.40	14.31	43.71
140	Terrazzo Mechanic	29.40	14.31	43.71
141	Tile Finisher	23.96	1.84	25.80
142	Tile Setter	29.95	15.68	45.63
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.95 06/06/2011	34.30	15.47	49.77
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer Future Increase(s): Add \$1.60/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	24.22	14.80	39.02



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
147	Siding Installer	36.60	15.48	52.08
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.00	8.50	25.50
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21
<b>TRUCK DRIVERS</b>				

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	21.42	13.89	35.31
203	Three or More Axle	21.42	5.14	26.56
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	21.42	5.14	26.56
<b>LABORERS</b>				

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Future Increase(s): Add \$2.25/hr on 6/1/2011. Premium Increase(s): Add \$.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add \$.22 for jackhammer operator, certified welder, gunite machineman.	27.17	15.01	42.18
302	Asbestos Abatement Worker	23.25	13.91	37.16
303	Landscaper	13.40	14.10	27.50
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water) Future Increase(s): Add \$1.00/hr. on 6/1/2011	18.74	14.93	33.67

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.09	18.09
314	Railroad Track Laborer	12.50	5.14	17.64

**HEAVY EQUIPMENT OPERATORS  
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
501	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width &amp; Over, or Tractor Mounted, Towed &amp; Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft &amp; Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).</p> <p>Future Increase(s): Add \$1.85/hr on 5/31/2011.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	32.32	16.75	49.07
502	<p>Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket &amp; Under).</p> <p>Future Increase(s): Add \$1.85/hr on 5/31/2011.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	32.02	16.75	48.77

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO). On Sunday & holidays, pay two times the hourly basic rate.	37.45	19.45	56.90
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	33.35	19.33	52.68
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89

**HEAVY EQUIPMENT OPERATORS  
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
508	<p>Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.</p> <p>Future Increase(s): Add \$2.10/hr on 6/1/11</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater. On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	38.06	18.10	56.16
509	<p>Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. &amp; Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts &amp; Gantrys (20,000 Lbs. &amp; Over).</p> <p>Future Increase(s): Add \$2.10/hr on 6/1/2011.</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	37.56	18.10	55.66
510	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft &amp; Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).</p> <p>Future Increase(s): Add \$2.10/hr on 6/1/11.</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	37.06	18.10	55.16

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$2/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	36.47	18.10	54.57
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	29.82	17.96	47.78
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	29.44	18.10	47.54
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	34.89	19.68	54.57

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 6/1/2011.	30.21	16.85	47.06
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 2/1/11.	24.39	15.45	39.84

<b>SEWER, WATER OR TUNNEL CONSTRUCTION</b>
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**Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).**

<b>SKILLED TRADES</b>
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	34.58	14.92	49.50
105	Carpenter	31.38	16.03	47.41
107	Cement Finisher	24.00	18.63	42.63
109	Electrician	31.10	20.39	51.49
111	Fence Erector	22.50	3.65	26.15
116	Ironworker Future Increase(s): Add \$2/hr on 6/6/2011.	31.31	21.79	53.10
118	Line Constructor (Electrical)	31.66	13.94	45.60
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen.	28.11	23.76	51.87
130	Plumber	34.45	15.50	49.95
135	Steamfitter	31.65	15.04	46.69
137	Teledata Technician or Installer	24.09	9.87	33.96
143	Tuckpointer, Caulker or Cleaner	33.35	14.47	47.82
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.00	8.50	25.50
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	21.42	13.89	35.31
203	Three or More Axle	17.03	12.89	29.92
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.03	12.89	29.92

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	26.15	13.83	39.98
303	Landscaper	13.40	14.10	27.50
304	Flagperson or Traffic Control Person	19.68	15.65	35.33
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.50	0.00	12.50
314	Railroad Track Laborer	12.50	5.14	17.64

**HEAVY EQUIPMENT OPERATORS  
SEWER, WATER OR TUNNEL WORK**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	33.59	17.75	51.34



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
522	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader &amp; Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. &amp; Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).</p> <p>Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday &amp; holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.</p>	32.81	17.75	50.56
523	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter &amp; Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).</p> <p>Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday &amp; holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.</p>	32.81	17.75	50.56

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	30.81	17.75	48.56
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	35.05	18.08	53.13

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	32.20	18.69	50.89
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89

<b>LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION</b>
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**Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).**

<b>SKILLED TRADES</b>
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
103	Bricklayer, Blocklayer or Stonemason	34.58	14.92	49.50
105	Carpenter Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
107	Cement Finisher	27.12	15.23	42.35
109	Electrician	31.10	20.39	51.49
111	Fence Erector	22.50	3.65	26.15
116	Ironworker Future Increase(s): Add \$2/hr on 6/6/2011.	31.31	21.79	53.10
118	Line Constructor (Electrical)	31.66	13.94	45.60
124	Painter	27.82	16.23	44.05
125	Pavement Marking Operator	23.46	9.45	32.91
126	Piledriver	28.11	21.16	49.27
133	Roofer or Waterproofer	28.85	3.20	32.05
137	Teledata Technician or Installer	24.09	9.87	33.96
143	Tuckpointer, Caulker or Cleaner	33.35	14.47	47.82
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.21	14.27	42.48
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	12.41	37.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.92	11.87	34.79
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	29.06	15.39	44.45

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	21.42	5.62	27.04
203	Three or More Axle	13.00	13.60	26.60
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	21.42	5.62	27.04
207	Truck Mechanic	13.00	13.60	26.60

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	21.02	15.32	36.34
303	Landscaper	23.34	16.07	39.41
304	Flagperson or Traffic Control Person	17.19	15.32	32.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.09	18.09
314	Railroad Track Laborer	12.50	5.14	17.64

**HEAVY EQUIPMENT OPERATORS  
CONCRETE PAVEMENT OR BRIDGE WORK**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	31.97	16.96	48.93

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. &amp; Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.57	18.10	50.67
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$1.85/hr on 5/31/2011.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	32.32	16.75	49.07

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	31.32	16.36	47.68
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oilier; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	29.97	16.72	46.69
546	Fiber Optic Cable Equipment.	22.79	15.30	38.09
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	35.05	18.08	53.13
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	32.20	18.69	50.89
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89

**HEAVY EQUIPMENT OPERATORS  
ASPHALT PAVEMENT OR OTHER WORK**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	31.97	17.35	49.32

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	30.42	17.05	47.47
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.52	17.75	49.27
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.52	17.75	49.27



<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.52	17.75	49.27
556	Fiber Optic Cable Equipment.	22.79	15.30	38.09

\*\*\*\*\* END OF RATES \*\*\*\*\*

## SECTION 00300

### BID FORM

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_\* to Washington County (hereinafter called "OWNER").

**\* Insert "a corporation," "a partnership," or "an individual" as applicable.**

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform all WORK for the construction for **CTH H: STH 144 to CTH XX** in accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

#### 1. General Directions to Bidders

- A. All bidders must include the "Bidders Qualification Statement," as part of their sealed response.  
**If the Bidder Qualification Statement is missing, the bid may be rejected.**
- B. All bids must be submitted on this bid form without modification.
- C. Bidders shall not add any qualifying statements, conditions or escalator clauses to the bid form, or their proposal may be declared irregular.
- D. Bidders shall examine the provisions of Division 1 thoroughly to insure compliance with all bidding requirements.
- E. Bidders shall insure that all items in the proposal forms such as work schedule, Bidder's official Title, Signature and Affidavit are properly executed.
- F. The requested Bid Guarantee (Bid Bond, or Certified Check) must be submitted with the proposal form. Said Bid guarantee shall be in an amount of Five Percent (5%) of the base bid amount. If bid security is missing, the bid will not be read and it will be rejected.
- G. Bids not conforming to the above directions may be declared irregular and may be disqualified at the discretion of the Owner.
- H. No faxed bids will be accepted.
- I. Attach a list of Sub-Bidders/Subcontractors and Material Suppliers and associated bid amounts.
- J. Bid Bonds, Certified Checks or Bank Drafts of unsuccessful bidders will be held until successful bidders enter into a contract or 60 days, whichever is shorter.

- K. Bidders are responsible for visiting the site to get fully acquainted with conditions, as they exist so that bidders fully understand the facilities, difficulties, and possible restriction related to the execution of the work under contract. Bidders, upon request, may be provided with the opportunity to conduct any and all testing, at its sole expense, such that it is fully able to perform the work outlined in the bid pricing to be submitted.
- L. All bidders and their subcontractors shall have a written program in place for the prevention of substance abuse among its employees and shall complete the attached affidavit (Exhibit B).

## **2. Bid Submittal Procedure**

- A. After proposal form is completed, place the original and bid guarantee in an opaque envelope.
- B. Address the envelope to: Washington County Highway Department  
900 Lang Street  
West Bend, WI 53090
- C. Bidders shall affix their name and address to the front lower left-hand corner of the envelope along with the portion of work for which the bid is being submitted. **List the Project Name and the specific Contract number on the envelope.**
- D. Bid envelopes which are mailed shall be enclosed in a separate mailing envelope with the words "Sealed Bid Enclosed" written on the outside.

## **3. Bid Closing**

Bids must be submitted by 2:00 PM (CT) on or before Tuesday, March 22, 2011, to the Washington County Highway Department, 900 Lang Street, West Bend, WI 53090.

## **4. Bid Opening**

A public bid opening will be held following the bid due date and time on Tuesday, March 22, 2011, at 2:00 PM (CT), at the Washington County Highway Department office.

## **5. Substance Abuse Program**

- A. Bidder and their subcontractors, at time of submitting bid, have a written program in place for the prevention of substance abuse among its employees that complies with Sec. 103.503 Wis. Stats. Complete the affidavit (see Exhibit B of this request) and return as part of your bid if answering "Yes" to this statement.

Yes or No (Circle One)

If no, respond to the following statement as indicated below.

- B. Bidder's answering "No" to Substance Abuse Program statement #1 above hereby certify that they and their subcontractors will develop and implement a written Substance Abuse Program if awarded this bid and will have said program in place prior to the contract being signed for this work and/or prior to commencing work on this project, whichever comes first. (Failure to develop and implement a written Substance Abuse Program as indicated above will result in

bidder's and all their subcontractor bids being rejected as non-responsive and next low bid may be considered for the award or project may be re-bid.)

Yes or No (Circle One)

Upon developing and implementing a written Substance Abuse Program, bidder shall complete the affidavit for their firm and their subcontractors (see Appendix B of this request) and return it to the Washington County Highway Department office, 900 Lang Street, West Bend, WI 53090.

## 6. Work Schedule

- A. Successful bidders shall begin construction of the work as indicated below. All time limits as listed shall be binding.
- B. BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the PROJECT by October 1, 2011 and fully complete the PROJECT by October 15, 2011. BIDDER further agrees to pay as liquidated damages, the sum of \$1,155 for each consecutive calendar day thereafter.
- C. If a written Notice to Proceed or written Notice of Intent to Award Contract(s) is issued on or before May 31, 2011 can you complete all work included in your bid by the dates shown on the Work Sequence / Milestone schedule, herein.

☐ Yes ☐ No

If No, state additional calendar days required: \_\_\_\_\_ days

We, \_\_\_\_\_ (a Corporation)  
\_\_\_\_\_ (a Partnership)  
\_\_\_\_\_ (an Individual)  
of \_\_\_\_\_  
Street City State Zip

hereby agrees to execute the proposed Contract(s) and herein furnish a surety bond in the amount specified, and to provide all labor and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict accordance with the Contract Documents prepared by Gremmer & Associates, Inc.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the Total Bid Price as indicated in the following BID SCHEDULE:

**SECTION 00310****BID SCHEDULE****CTH H****STH 144 TO CTH XX****WASHINGTON COUNTY HIGHWAY DEPARTMENT****PROJECT NUMBER: HWY11-05**

BIDDER agrees to furnish all labor and materials for the construction required by these specifications for the complete installation of the items listed. Any and all additional items shown on the plans but not specifically listed in this Bid Schedule are considered incidental items the cost of which is to be included in the total project bid price. This is a unit price contract with award being made based upon the price for the quantities of the various items listed in this Bid Schedule. The base contract includes the following approximate quantities.

**BASE BID**

<b>No.</b>	<b>Item</b>	<b>Approx. Qty.</b>	<b>Unit</b>	<b>Unit Item Price</b>	<b>Bid Amount</b>
203.0200	Removing Old Structure Station 24+44	1	LS	\$	\$
203.0200	Removing Old Structure Station 48+18	1	LS	\$	\$
203.0200	Removing Old Structure Station 89+58	1	LS	\$	\$
203.0200	Removing Old Structure Station 102+10	1	LS	\$	\$
205.0100	Excavation Common	95,282	CY	\$	\$
205.0200	Excavation Rock	400	CY	\$	\$
205.0400	Excavation Marsh	27,418	CY	\$	\$
208.1100	Select Borrow	21,450	CY	\$	\$
305.0110	Base Aggregate Dense 3/4-Inch	5,870	TON	\$	\$
305.0120	Base Aggregate Dense 1 1/4-Inch	29,040	TON	\$	\$
305.0130	Base Aggregate Dense 3-Inch	44,025	TON	\$	\$
416.0160	Concrete Driveway 6-Inch	45	SY	\$	\$
416.0180	Concrete Driveway 8-Inch	30	SY	\$	\$
416.1010	Concrete Surface Drains	3	CY	\$	\$
455.0105	Asphaltic Material PG58-28	885	TON	\$	\$
455.0605	Tack Coat	1,655	GAL	\$	\$
460.1101	HMA Pavement Type E-1	14,680	TON	\$	\$
465.0120	Asphaltic Surface Driveways & Field Entrances	245	TON	\$	\$
465.0315	Asphaltic Flumes	245	SY	\$	\$
504.0900	Concrete Masonry Endwalls	9	CY	\$	\$
521.0115	Culvert Pipe Corrugated Steel 15-Inch	32	LF	\$	\$
521.0118	Culvert Pipe Corrugated Steel 18-Inch	923	LF	\$	\$

521.0124	Culvert Pipe Corrugated Steel 24-Inch	86	LF	\$	\$
521.0130	Culvert Pipe Corrugated Steel 30-Inch	94	LF	\$	\$
521.0136	Culvert Pipe Corrugated Steel 36-Inch	54	LF	\$	\$
521.0764	Pipe Arch Corrugated Steel 64x43-Inch	94	LF	\$	\$
521.1018	Apron Endwalls For Culvert Pipe Steel 18-Inch	12	EACH	\$	\$
521.1515	Apron Endwalls For Culvert Pipe Sloped Section Steel 15-Inch	2	EACH	\$	\$
521.1518	Apron Endwalls For Culvert Pipe Sloped Section Steel 18-Inch	38	EACH	\$	\$
521.1524	Apron Endwalls For Culvert Pipe Sloped Section Steel 24-Inch	6	EACH	\$	\$
521.1530	Apron Endwalls For Culvert Pipe Sloped Section Steel 30-Inch	6	EACH	\$	\$
521.1536	Apron Endwalls For Culvert Pipe Sloped Section Steel 36-Inch	2	EACH	\$	\$
521.1764	Apron Endwalls For Pipe Arch Sloped Section Steel 64x43-Inch	2	EACH	\$	\$
522.0330	Culvert Pipe Reinforced Concrete Class IV 30-Inch	222	LF	\$	\$
523.0419	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	200	LF	\$	\$
523.0519	Apron Endwalls For Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	4	EACH	\$	\$
601.0557	Concrete Curb and Gutter 6-Inch Sloped 36-Inch Type D	2,800	LF	\$	\$
606.0100	Riprap Light	10	CY	\$	\$
606.0200	Riprap Medium	290	CY	\$	\$
612.0406	Pipe Underdrain Wrapped 6-Inch	500	LF	\$	\$
624.0100	Water	870	MGAL	\$	\$
625.0500	Salvaged Topsoil	104,050	SY	\$	\$
627.0200	Mulching	91,150	SY	\$	\$
628.1504	Silt Fence	5,655	LF	\$	\$
628.2004	Erosion Mat Class I Type B	12,900	SY	\$	\$
628.7504	Temporary Ditch Checks	600	LF	\$	\$
628.7555	Culvert Pipe Checks	155	EACH	\$	\$

628.7570	Rock Bags	2,475	EACH	\$	\$
629.0210	Fertilizer Type B	70	CWT	\$	\$
630.0110	Seeding Mixture No. 10	1,400	LB	\$	\$
630.0200	Seeding Temporary	1,400	LB	\$	\$
633.5200	Markers Culvert End	10	EACH	\$	\$
634.0614	Posts Wood 4x6 Inch x 14-FT	15	EACH	\$	\$
634.0616	Posts Wood 4x6 Inch x 16-FT	13	EACH	\$	\$
634.0618	Posts Wood 4x6 Inch x 18-FT	3	EACH	\$	\$
637.0202	Signs Reflective Type II	176.12	SF	\$	\$
638.2102	Moving Signs Type II	1	EACH	\$	\$
638.2602	Removing Signs Type II	38	EACH	\$	\$
638.3000	Removing Small Sign Supports	35	EACH	\$	\$
642.5001	Field Office Type B	1	EACH	\$	\$
643.0100	Traffic Control	1	EACH	\$	\$
643.2000	Traffic Control Detour	1	EACH	\$	\$
645.0120	Geotextile Fabric Type HR	580	SY	\$	\$
645.0130	Geotextile Fabric Type R	15	SY	\$	\$
645.0140	Geotextile Fabric Type SAS	32,100	SY	\$	\$
646.0106	Pavement Marking Epoxy 4-Inch	61,450	LF	\$	\$
646.0126	Pavement Marking Epoxy 8-Inch	700	LF	\$	\$
647.0566	Pavement Marking Stop Line Epoxy 18-Inch	205	LF	\$	\$
648.0100	Locating No-Passing Zones	3.1	MI	\$	\$
690.0150	Sawing Asphalt	560	LF	\$	\$
SPV.0060.01	Apron Endwalls For Pipe Arch Sloped Section Steel 73x55-Inch	2	EACH	\$	\$
SPV.0090.01	Pipe Arch Corrugated Steel 73x55-Inch	88	LF	\$	\$
SPV.0105.01	Precast Concrete Box Culvert and Wingwalls, Single 11x5x76.5-Feet Station 25+02	1	LS	\$	\$
SPV.0105.02	Precast Concrete Box Culvert and Wingwalls, Single 10x5x85.5-Feet Station 47+18	1	LS	\$	\$
SPV.0105.03	Precast Concrete Box Culvert and Wingwalls, Single 12x5x90.0-Feet Station 101+79	1	LS	\$	\$
SPV.0105.04	Precast Concrete Box Culvert and Wingwalls, Single 8x4x85.5-Feet Station 126+75	1	LS	\$	\$

SPV.0105.05	Precast Concrete Box Culvert and Wingwalls, Double 9x6x90.0-Feet Station 140+25	1	LS	\$	\$
SPV.0105.06	Precast Concrete Box Culvert and Wingwalls, Single 12x6x85.5-Feet Station 699+07	1	LS	\$	\$
SPV.0180.01	Tensar Triax TX160 Geogrid	33,370	SY	\$	\$
<b>TOTAL BASE BID</b>					<b>\$</b>

#### **ALTERNATE BID**

SPV.0105.01A	Aluminum Box Culvert #23 13.6x4.6x76.5-Feet Station 25+02	1	LS	\$	\$
SPV.0105.02A	Aluminum Box Culvert #23 13.6x4.6x85.5-Feet Station 47+18	1	LS	\$	\$
SPV.0105.03A	Aluminum Box Culvert #34 16.0x4.3x90.0-Feet Station 101+79	1	LS	\$	\$
SPV.0105.04A	Aluminum Box Culvert #16 11.9x3.6x85.5-Feet Station 126+75	1	LS	\$	\$
SPV.0105.05A	Aluminum Box Culvert #69 23.0x6.1x90.0-Feet Station 140+25	1	LS	\$	\$
SPV.0105.06A	Aluminum Box Culvert #55 20.6x5.3x85.5-Feet Station 699+07	1	LS	\$	\$
<b>TOTAL ALTERNATE BID (REPLACE ITEMS SPV.0105.01 THROUGH SPV.0105.06 WITH ITEMS SPV.0105.01A THROUGH SPV.0105.06A)</b>					<b>\$</b>

NOTE: OWNER reserves the right to modify the quantities, by any amount, at time of installation based on available funds in the budget.

#### **Statement of Bidder**

1. That I have examined and carefully prepared this bid from the Drawings, Project Manual and other Contract documents and have checked the same in detailed before submitting this proposal.
2. That I am financially able and have under my jurisdiction, the organization and the personnel to complete the work as shown and specified in strict accordance with the terms of the Contract Documents.
3. This bid is based upon, and conforms to all requirements shown on the bid documents prepared by Gremmer & Associates, Inc., dated February 28, 2011, and all addenda acknowledged herein.
4. This statement is hereby made a part of the foregoing bid.



IN WITNESS WHEREOF, this BID is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011. (Note: Attach any necessary Power of Attorney as required by INFORMATION FOR BIDDERS.)

1. INDIVIDUAL

IN PRESENCE OF:

_____	_____
_____	_____ (SEAL)
	Name

2. PARTNERSHIP (Association)

IN PRESENCE OF:

_____	_____
_____	Firm Name
_____	_____ (SEAL)
_____	_____
_____	Name
_____	_____
	Name

3. CORPORATION

IN PRESENCE OF:

	_____
	Corporation Name
_____	By: _____
Corporate Seal	Name: _____
_____	(type or print)
	Title: _____ (Seal)
	By: _____
	Name: _____
	(type or print)
	Title: _____

NOTE: This BID is not complete and will be rejected unless the AFFIDAVIT OF ORGANIZATION and AUTHORITY is completed.

**SECTION 00410**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety, are

hereby held and firmly bound unto \_\_\_\_\_ as OWNER in

the penal sum of \$\_\_\_\_\_ for the payment of which, well and truly be made, we hereby jointly and

severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to the  
\_\_\_\_\_ a certain BID, attached hereto and hereby made a part  
hereof to enter into a CONTRACT in writing for the:

**CTH H  
STH 144 TO CTH XX  
WASHINGTON COUNTY HIGHWAY DEPARTMENT  
PROJECT NUMBER: HWY11-05**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a CONTRACT in the Form of CONTRACT attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said CONTRACT, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the AGREEMENT created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain the force and effect; it being expressly understood and agreed that the liability of the Surety for any an all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extensions of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Principal \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_  
(type or print)

Address: \_\_\_\_\_  
\_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(type or print)

Title \_\_\_\_\_  
(type or print)

Address: \_\_\_\_\_

\_\_\_\_\_

Subscribed and swore to before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Notary Public

\_\_\_\_\_ County, Wisconsin

My Commission Expires: \_\_\_\_\_

NOTE: This affidavit must be made by an individual who shall be either the sole trader making the bid, or if the bidder is a firm or corporation, a person duly authorized.

## SECTION 00430

## MATERIAL SUPPLIER & SUBCONTRACTOR LIST

The following Material Suppliers and Subcontractors will be utilized for portions of the Project Work (only list those > \$1,000). Changes shall not be made subsequent to the Bid unless the change(s) is approved by the County.

[illegible]

**SECTION 00480**

**DISCLOSURE OF OWNERSHIP**

Personal information you provide may be used for secondary purposes. (See Section 15.04(1)(m) Statutes for details.)

- On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business" which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities and any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- This form ONLY needs to be completed if (a) the contractor, or a shareholder, officer or partner of the contractor, owns at least a 25% interest in the "other construction business" indicated below on the date the contractor submits a bid or completes negotiations, or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years; **and** (b) the Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay for hours worked in excess of the prevailing hours of labor to any employee at any time within the preceding three (3) years. This form DOES NOT have to be completed if the requirements of **both** (a) and (b) above are not met. If the requirements of both (a) and (b) above are met, this form must ONLY be filed with the state agency or local government unit that will be awarding the contract.
- Name and address of other construction business of any "other construction business" which meets all of the criteria specified in (2) and (3) above.

Name of Other Construction Business

Street Address or P.O. Box, City, State and Zip Code

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**I hereby state under penalty of perjury that the information contained in this document is true and accurate according to my knowledge and belief.**

\_\_\_\_\_  
Print Name of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Title of Authorized Officer

This \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Name of Corporation, Partnership, or Sole Proprietorship

\_\_\_\_\_  
Address (Include Street or P.O. Box, City, State and Zip Code)

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory.

The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. ERD-7777 (R. 02/2001)

## SECTION 00500

### AGREEMENT

\*\*\*\*\*

THIS AGREEMENT is dated as of the \_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ and \_\_\_\_\_ between WASHINGTON COUNTY HIGHWAY DEPARTMENT hereinafter called "OWNER" or "OWNER'S REPRESENTATIVE" and, \_\_\_\_\_ hereinafter called "CONTRACTOR."

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth agree as follows:

#### ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide and furnish all labor, materials, equipment, tools, power, utilities, transportation and all other services to perform construction of the complete Project.

The Project for which the Work, under the contract Documents, may be the whole or only a part is generally described as follows:

Reconstruction of CTH H with consisting of approximately the following items/quantities:

Excavation Common	94,300 CY
Excavation Rock	400 CY
Excavation Marsh	27,400 CY
Select Borrow	21,450 CY
Base Aggregate Dense	75,700 TON
HMA Pavement Type E-1	15,000 TON
Concrete Curb & Gutter 36-Inch Type D	2,800 LF
Salvaged Topsoil, Fertilizer, Seed, & Mulch	104,000 SY
Epoxy Pavement Markings	62,400 LF
Culvert Pipes	1,665 LF
Box Culverts	6 Each

#### ARTICLE 2. ENGINEER

The Project shall be administered by the OWNER or his representative, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

#### ARTICLE 3. CONTRACT TIME

3.1 The Work shall be substantially completed by October 1, 2011 and shall be fully completed by October 15, 2011. Substantial completion shall consist of roadway open to traffic and all items of

work completed except for punch list or clean up items. It is anticipated that the Notice to Proceed will be issued on approximately May 31, 2011.

3.2 CONTRACTOR AND OWNER recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if Work is not completed within the times specified in Section 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceedings the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand one hundred fifty five dollars (\$1,155.00) for each calendar day that expires after time specified in Section 3.1 above for both substantial and final completion until the Work is complete or until the milestones specified in section 3.1 are met.

#### ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows: \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which figure shall be adjusted in accordance with the attached Contractor's "Unit Prices."

#### ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER, once each month during construction as provided in Paragraph 5.1.1 below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 2.07 of the General Conditions.

5.1.1 Prior to substantial completion, progress payments will be in accordance with Paragraph 14.02 of the General Conditions in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.07 of the General Conditions. Only that Work actually INSTALLED will be considered for partial payments or as otherwise negotiated.

For all payments, 5% shall be retained by the OWNER. In no event shall the total retainage be more than 5% of the value of the Work completed.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price less the retainage for the duration of the warranty period as recommended by ENGINEER as provided in said Paragraph 14.07 of the General Conditions and 14.02 of the Supplementary Conditions.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

## ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (Pages 28 to 32, inclusive).

7.2 Exhibits to the Agreement (Pages 0 to 0 inclusive).

7.3 General Conditions: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. C-700, 2002 Edition).

7.4 Supplementary Conditions.

7.5 Specifications bearing the title:

**COUNTY TRUNK HIGHWAY H (CTH H)  
STATE TRUNK HIGHWAY 144 (STH 144) TO COUNTY TRUNK HIGHWAY XX (CTH XX)  
WASHINGTON COUNTY HIGHWAY DEPARTMENT  
PROJECT NUMBER: HWY11-05**



7.6 Drawings, consisting of 167 sheets bearing the following general title:

**CTH H  
STH 144 TO CTH XX  
WASHINGTON COUNTY HIGHWAY DEPARTMENT  
PROJECT NUMBER: HWY11-05**

7.7 CONTRACTOR'S Bid (Pages 16 THRU 23) dated \_\_\_\_\_ 20\_\_\_\_, including Addenda \_\_\_\_\_ through \_\_\_\_\_ inclusive.

7.8 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

**ARTICLE 8. MISCELLANEOUS**

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**ARTICLE 9. OTHER PROVISIONS**

9.1 Performance and other bonds. CONTRACTOR will be required to furnish bonds in accordance with Section 00610 and 00620.

9.2 Premiums for performance or other bonds, if required, shall be paid by CONTRACTOR and CONTRACTOR shall be reimbursed by OWNER for the actual cost thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

THIS AGREEMENT will be effective on \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

By:\_\_\_\_\_

By:\_\_\_\_\_  
(Title)

By:\_\_\_\_\_

By:\_\_\_\_\_  
(Title)

(SEAL)

\_\_\_\_\_  
Washington County  
(OWNER)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
County Executive

\_\_\_\_\_

\_\_\_\_\_  
County Clerk

Approved as to form:

\_\_\_\_\_  
Attorney for Owner

Provisions have been made to pay for the liability that will accrue under this Contract.

\_\_\_\_\_  
Treasurer or Authorized Official

END OF SECTION

**SECTION 00520**  
**NOTICE OF AWARD/ACCEPTANCE OF NOTICE OF AWARD**

TO:

PROJECT DESCRIPTION: **CTH H: STH 144 to CTH XX**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its ADVERTISEMENT FOR BIDS dated \_\_\_\_\_, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \_\_\_\_\_ Dollars \$ \_\_\_\_\_.

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATES OF INSURANCE within ten calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said bonds and certificates of insurance within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Washington County

OWNER

By: \_\_\_\_\_

\_\_\_\_\_  
(type name)

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
(type name)

Title: \_\_\_\_\_

**SECTION 00540**

**NOTICE TO PROCEED**

You are hereby notified to commence WORK in accordance with the AGREEMENT dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to substantially complete this WORK by October 1, 2011 and fully complete the work by October 15, 2011.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Washington County

Owner

By: \_\_\_\_\_

Name: \_\_\_\_\_

(type or print)

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_  
this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Name: \_\_\_\_\_

(type or print)

Title: \_\_\_\_\_

**SECTION 00560**

**CONTRACT CHANGE ORDER**

Order No.: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

NAME OF PROJECT: **CTH H: STH 144 to CTH XX** \_\_\_\_\_

OWNER: **Washington County** \_\_\_\_\_

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

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original Contract Price: \$ \_\_\_\_\_

Current Contract Price adjusted by Previous Change Order: \$ \_\_\_\_\_

The Contract Price due to this Change Order will be increased by: \$ \_\_\_\_\_

The new Contract Price including this Change Order will be: \$ \_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased/decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

Accepted By: \_\_\_\_\_ Owner

Representing: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Recommended By: \_\_\_\_\_ Engineer

Representing: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Requested By: \_\_\_\_\_ Contractor

Representing: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

SECTION 00610

CONSTRUCTION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the

**Washington County Highway Department**

\_\_\_\_\_  
(Name of Owner)

**900 Lang Street, West Bend, WI 53090**

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such as that whereas, the Principal entered into a  
certain CONTRACT with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a  
copy of which is hereto attached and made a part hereof for the construction of:

**CTH H: STH 144 TO CTH XX**

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term  
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the  
Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under  
such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and  
expense which the OWNER may incur in making good any default, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no  
charge, extension of time, alteration, or addition to the terms of the CONTRACT or to the WORK to be  
performed there under of the SPECIFICATIONS accompanying the same shall in any wise affect its  
obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or  
addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR  
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

	_____	Principal
By: _____	By: _____	
Principal Secretary		
Name: _____	Name: _____	
(type or print)	(type or print)	
(Seal)	Title: _____	
_____	Address: _____	
Witness as to Surety	_____	
Address: _____		
_____		

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

ATTEST:

	_____	Surety
_____	By: _____	
(Surety) Secretary	Attorney-in-fact	
(Seal)	Address: _____	
	_____	
_____		
Witness as to Surety		
Address: _____		
_____		



SECTION 00620

CONSTRUCTION PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)  
\_\_\_\_\_  
(Address of Contractor)  
a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership, or Individual)  
and \_\_\_\_\_  
(Name of Surety)  
\_\_\_\_\_  
(Address of Surety)  
hereinafter called Surety, are held and firmly bound unto the  
**Washington County Highway Department**  
(Name of Owner)  
**900 Lang Street, West Bend, WI 53090**  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such as that whereas, the Principal entered into a  
certain CONTRACT with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of  
which is hereto attached and made a part hereof for the construction of:

**CTH H: STH 144 TO CTH XX**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the  
WORK provided for in such CONTRACT, and any authorized extension or modification thereof, including  
all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and  
tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on  
said work, and for all labor, performed in such WORK whether by subcontractor or otherwise, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no  
charge, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be  
performed there under of the SPECIFICATIONS accompanying the same shall in any wise affect its  
obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or  
addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR  
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

	_____	Principal
By: _____	By: _____	
Principal Secretary		
Name: _____	Name: _____	
(type or print)	(type or print)	
(Seal)	Title: _____	
_____	Address: _____	
Witness as to Surety	_____	
Address: _____		
_____		

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

ATTEST:

	_____	Surety
_____	By: _____	
(Surety) Secretary	Attorney-in-fact	
(Seal)	Address: _____	
	_____	
_____		
Witness as to Surety		
Address: _____		
_____		

END OF SECTION

## **SECTION 00700**

### **GENERAL CONDITIONS**

#### **EJCDC, 2002 Edition**

Standard General Conditions of the Construction Contract for this project shall be EJCDC C-700 (2002 Edition), a copy of which can be purchased from the National Society of Professional Engineers or seen in the office of the ENGINEER.

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

#### Section Includes:

SC-2.05.B.3.	Schedule of Values
SC-4.02.	Subsurface and Physical Conditions
SC-4.06.A.	Hazardous Environmental Condition at Site
SC-5.03.	Certificates of Insurance
SC-5.04.	Contractor's Liability Insurance
SC-5.04.B.1.	Policies of Insurance
SC-5.06.B.	Property Insurance
SC-6.06.B.	Subcontractors, Suppliers and Others
SC-6.06.C.	Subcontractors, Suppliers and Others
SC-9.03.	Project Representative
SC-14.02.A.1.	Applications for Payments
SC-14.02.B.2.	Review of Applications
SC-14.02.C.	Payment Becomes Due
SC-14.07.A.3.	Lien Waivers or Releases

#### Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

#### **SC-2.05.B.3. Schedule of Values.**

Delete Paragraph 2.05.B.3. in its entirety.

#### **SC-4.02. Subsurface and Physical Conditions.**

Add the following new paragraph(s) immediately after paragraph 4.02.B.:

- C. In the preparation of the Contract Documents, Engineer or Engineer's Consultants have relied upon the following reports of explorations and tests of subsurface conditions at the Site: Reports dated July 23, 2004 prepared by STS Consultants, Ltd. entitled "Subsurface Investigation and Geotechnical Engineering Services for the Proposed Reconstruction of County Trunk Highway's (CTH's) H and XX in Town of Farmington, Wisconsin", and November 19, 2008 prepared by River Valley Testing Corp. entitled "Report of Geotechnical Exploration – Proposed CTH H Reconstruction, Washington County, Wisconsin". The technical data contained in such reports upon which CONTRACTOR may rely is: Geotechnical Investigations. These geotechnical investigations represent conditions recorded at the specifically identified locations and times. CONTRACTOR may not interpret or assume that this technical data represents conditions at any other location or time.

- D. In the preparation of the Contract Documents, Engineer or Engineer's Consultants have relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site: None.

**SC-4.06.A. Hazardous Environmental Conditions at Site.**

Add the following new paragraph(s) immediately after paragraph 4.06.A.:

1. In the preparation of the Contract Documents, Engineer or Engineer's Consultants have relied upon the following reports of explorations and tests of conditions at the Site: Reports dated November 6, 2007 prepared by PEP Environmental Services, LLC entitled "Limited Phase I Environmental Site Assessment – CTH H (from STH 144 to the North Brach of the Milwaukee River, Farmington, Wisconsin", and February 8, 2005 prepared by Northern Environmental entitled "Phase I Hazardous Materials Assessment – Highway Reconstruct Project for portions of CTH H and XX Washington County, Wisconsin". These reports can be viewed at the Washington County Highway Department. The technical data contained in such reports upon which CONTRACTOR may rely is: Hazardous Materials Investigations. These hazardous materials investigations represent conditions recorded at the specifically identified locations and times. CONTRACTOR may not interpret or assume that this technical data represents conditions at any other location or time.

**SC-5.03. Certificates of Insurance.**

Delete paragraph 5.03.B in its entirety and add the following paragraphs after paragraph 5.03.A.:

- B. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- C. By requiring insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

**SC-5.04. CONTRACTOR's Liability Insurance.**

See Appendix A for the Washington County Insurance Requirements for Contractors & Subcontractors – Construction Projects.

**SC-5.04.B.1. Policies of Insurance.**

Add the following paragraph after paragraph 1:

Additional insured shall include Owner (Washington County) and Engineer (T.B.D.).

**SC-5.06.B. Property Insurance.**

Delete paragraph 5.06.B. in its entirety.

**SC-6.06.B. Subcontractors, Suppliers and Others.**

Add a new paragraph immediately after paragraph 6.06.B. of the General Conditions as follows:

1. Within five days of the bid opening and before the Notice of Award, the apparent Successful Bidder is required to identify each proposed Subcontractor, Supplier or other organization, furnishing or performing Work having a value in excess of 5 percent of the total amount of the bid.

**SC-6.06.C. Subcontractors, Suppliers and Others.**

Add the following sentence at the end of paragraph 6.06.C.2.:

Owner furnish to any such Subcontractor, Supplier or other individual or entity, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor, Supplier or other individual entity.

**SC-9.03. Project Representative.**

Add the following sentence at the end of paragraph 9.03.A.:

Resident Project Representative (RPR) will have the authority and duties as defined in Section 105 of the "Standard Specifications for Highway and Structure Construction," State of Wisconsin, 2011 Edition.

**SC-14.02.A.1. Applications for Payment.**

Delete paragraph 14.02.A.1 in its entirety and insert the following in its place:

1. At least forty days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Engineer an Application for Payment covering the Work completed as of the date of the Application. If payment is requested by Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, Contractor shall submit three documents: an invoice from the material or equipment supplier which states item's cost; an item-specific bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein; all of which will be satisfactory to Owner. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

**SC-14.02.B.2. Review of Applications.**

Delete paragraph 14.02.B.2. and insert the following in its place:

2. Engineer's recommendation of any payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on accompanying data, that to the best of Engineer's knowledge, information and belief:

**SC-14.02.C. Payment Becomes Due.**

Delete paragraph 14.02.C. in its entirety and insert the following in its place:

- C. Within thirty days after presentation of Engineer's recommendation of payment to Owner, the amount recommended will (subject to the provisions of paragraph 14.02.D.) become due, and when due will be paid by Owner to Contractor.

**SC-14.07.A.3. Lien Waivers or Releases.**

Delete paragraph 14.07.A.3.

**SECTION 00820**

**CERTIFICATE OF COMPLIANCE WITH WAGE RATE DETERMINATION**

PROJECT: CTH H: STH 144 to CTH XX

This is to certify that \_\_\_\_\_  
(Contractor)

has fully complied with the provisions and requirements of subsection 66.0903 and 103.49, Wisconsin Statutes, and Chapter DWD 290 of the Wisconsin Administration Code in payment of persons employed on the above referenced project during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Evidence of compliance has also been received from all agents and subcontractors who worked on the project, the names and addresses of which are follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Furthermore, \_\_\_\_\_  
(Contractor)

has full and accurate records of employees which indicate the name and trade or occupation of every laborer, workman, or mechanic employed for work on the subject project and an accurate record of hours worked by each employee and the actual wages paid therefore. These records are kept at:

\_\_\_\_\_  
(Address)  
and the names and addresses and telephone number of the person responsible for keeping these records is as follows:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_



Certificate of Compliance with Wage Rate Determination Continued:

\_\_\_\_\_ further certifies  
(Contractor)

that these payroll records will not be removed from the above address without prior notification to the municipality and that they will be retained and made available for a period of three years following completion of the project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Notary Public

\_\_\_\_\_ County, Wisconsin

My Commission Expires:\_\_\_\_\_

**SECTION 00900**

**ADDENDA**

**ADDENDUM NO. \_\_\_\_\_**

**CTH H**

**STH 144 TO CTH XX**

**WASHINGTON COUNTY HIGHWAY DEPARTMENT**

**PROJECT NUMBER: HWY11-05**

To: Prospective Bidders

All Bidders submitting a Bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their Bid.

~~~~~  
THIS ADDENDUM IS ISSUED TO MODIFY, EXPLAIN, AND/OR CORRECT THE ORIGINAL  
DRAWINGS, SPECIFICATIONS, AND/OR PREVIOUS ADDENDUMS, AND IS HEREBY MADE A  
PART OF THE CONTRACT DOCUMENTS. PLEASE ATTACH THIS ADDENDUM TO THE  
SPECIFICATIONS AND NOTE RECEIPT OF THIS ADDENDUM IN THE PROPER SPACE  
PROVIDED IN THE BID PROPOSAL FORM. PLEASE READ ENTIRE ADDENDUM. THIS  
ADDENDUM SHALL BE BINDING UPON ALL CONTRACTS.  
~~~~~

## SECTION 01010

### SUMMARY OF WORK

#### 1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work covered by Contract Documents is to be performed under a single prime contract.
- B. Nothing contained in Drawings, Specifications or other parts of Contract Documents modifies the intent of Contract Documents as set forth in Article 3 of General Conditions, or alters Contractor's responsibilities regarding subcontractors, suppliers or those others as provided by Paragraph 6.06 of the General Conditions.
- C. Comply with the following laws, codes, ordinances and regulations:
  - 1. All work shall be in accordance with the "Standard Specifications for Highway and Structure Construction," State of Wisconsin, 2011 Edition, and all Subsequent Supplemental Specifications, except Sections 101 through 104, 106 through 109, and the measurement and payment sections, as may be modified by the Contract Documents.
  - 2. Wisconsin State Administrative Code.
  - 3. Local Codes and Ordinances.

##### 1.02 DESCRIPTION OF WORK

Reconstruction of CTH H with consisting of approximately the following items/quantities:

Excavation Common	94,300 CY
Excavation Rock	400 CY
Excavation Marsh	27,400 CY
Select Borrow	21,450 CY
Base Aggregate Dense	75,700 TON
HMA Pavement Type E-1	15,000 TON
Concrete Curb & Gutter 36-Inch Type D	2,800 LF
Salvaged Topsoil, Fertilizer, Seed, & Mulch	104,000 SY
Epoxy Pavement Markings	62,400 LF
Culvert Pipes	1,665 LF
Box Culverts	6 Each

##### 1.03 CONTRACTOR USE OF SITES

Confine operations at sites to areas permitted by:

- 1. Law.

2. Ordinances.
3. Permits.
4. Contract Documents.

Contractor shall assume full responsibility for protection and safekeeping of material and products stored on and off premises.

Contractor shall obtain and pay for use of additional storage or work area if needed for construction operations.

Time Restrictions for Performing Work: To reduce the potential impact of Construction Noise, the special provisions for this project will require that motorized equipment shall be operated in compliance with all applicable local, state and federal laws and regulations relating to noise levels permissible within and adjacent to the project construction site. At a minimum, the special provisions will require that motorized construction equipment shall not be operated between 9:00 PM and 6:00 AM without prior written approval of the project engineer. All motorized construction equipment will be required to have mufflers constructed in accordance with the equipment manufacturer's specifications or a system of equivalent noise reducing capacity. It will also be required that mufflers and exhaust systems be maintained in good working order, free from leaks or holes.

No work shall be done outside of the standard hours without written permission of the Owner. However, emergency work during these hours may be done without prior permission.

#### 1.04 WORK SEQUENCE

- A. Contractor is responsible for establishing a schedule, to be approved by the Owner, for the sequence and progress of the Work that is designed to meet the completion date. Contractor shall be solely responsible for coordination of all Work to ensure completion of the Work within the time limits specified in these Contract Documents.
- B. All erosion control devices shall be installed prior to the commencement of any Work.
- C. When public interest necessitates, the Owner may determine the starting place and operations sequence of construction.
- D. When, in the Owner's judgment, Contractor has obstructed or closed a street or is conducting operations at a greater scale than is necessary, the Owner may require Contractor to finish sections with Work in progress before starting additional sections.

#### 1.05 FIELD VERIFICATION OF DRAWING INFORMATION

- A. It is the responsibility of the Contractor to acquaint himself with the location of all underground structures which may be encountered or which may be affected by work under the contract.
- B. The Contractor shall field verify the size and location of existing structures, equipment, and piping depicted on the Drawings. Information on the Drawings is based upon

available record drawings at the time of preparation and is not guaranteed to be complete or correct.

- C. Where the construction is in an area serviced by an underground utility marking service, the Contractor shall notify such service three (3) working days prior to commencing his operations.

#### 1.06 PRECONSTRUCTION CONFERENCE

Owner will schedule a conference after effective date of Agreement.

Attendance Required: Owner, Engineer and Contractor.

The agenda will include, but not limited to:

1. Review of insurance certificates.
2. Submission of list of Subcontractors, list of products, Schedule of Values, progress schedule, traffic control plan, erosion control implementation plan, and emergency contact list that have not been previously submitted.
3. Designation of personnel representing the parties in Contract and the Engineer.
4. Procedures and processing field decisions, submittals, and substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
5. Scheduling.
6. Use of premises by Owner and Contractor.
7. Security and housekeeping procedures.
8. Procedures for maintaining record documents.

END OF SECTION

## **SECTION 01020**

### **ALLOWANCES**

#### **1. GENERAL**

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### **1.01 EXAMINATION OF SITE**

- A. The Contractor, prior to submitting this proposal, shall visit the site of the said Work and familiarize himself with the location and conditions affecting the Work thereon and/or therein. No allowance will be granted because of lack of knowledge of such conditions.

##### **1.02 INCIDENTAL WORK**

- A. Incidental Work shall include all Work not particularly specified or that which may be specified and not provided for in a basis for payment, that is of an incidental or temporary nature, and required in order to safely and satisfactorily carry out the intent of the Work as indicated on the drawings and in the specifications. The cost of such Work shall be merged with and included in the prices bid under all items of Work.

**END OF SECTION**

**SECTION 01040**  
**COORDINATION**

**1. GENERAL**

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section, except as modified herein.

**1.01 COOPERATION WITH OTHER CONTRACTORS**

- A. The Contractor shall work in harmony with other contractors, or with or Owner's forces engaged in collateral work. In case of dispute, the decision of the Engineer shall be final and binding upon the parties affected.

**1.02 COORDINATION OF WORK**

- A. The Contractor shall be responsible for the general coordination of the entire project. The Contractor shall be responsible to advise and coordinate the phases of Work with their subcontractors and their suppliers.
- B. Contractor to coordinate erosion control and work near environmentally sensitive areas with Engineer and County representative.

**1.03 HAUL ROUTES AND FILL PERMITS**

- A. The Contractor shall supply a list of designated haul routes for approval by the Washington County Highway Department prior to start of construction.

**1.04 NOTICE OF INTENT TO PROCEED**

- A. Contractor shall notify all appropriate governmental and regulatory units, including emergency services departments, at least four (4) working days prior to his commencing operations of his intent to start Work.
- B. Contractor shall notify the Owner, the Engineer, and all utilities and/or underground facilities locators whose property may be affected by the Contractor's operations at least three (3) working days prior to his commencing operations of his intent to start Work.
- C. Contractor shall notify the Owner at least three (3) working days prior to his commencing operations of his intent to start Work. Continuing notice shall be given to the Owner each time construction is resumed after shutdown.

**END OF SECTION**

## SECTION 01060

### REGULATORY REQUIREMENTS

#### 1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 PERMITS AND LICENSES

A. The Owner or Engineer has applied for the following permits and approvals:

1. USACOE: Section 404 Permit
2. WDNR:
  - i. 401 Clean Water Act
  - ii. NR 103 Water Quality Certification
  - iii. Chapter 30 permit (stream relocation)
  - iv. Culvert replacements (Trans 207)
  - v. Construction site stormwater discharge (NR 216)
3. Washington County Shoreland Zoning

Work shall not commence until these permits have been issued.

B. The Contractor shall procure all other necessary permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work.

C. All Work requiring permits or licenses shall abide by the governing permit/license specifications where they exceed the requirements stated in these specifications.

##### 1.02 COMPLIANCE WITH LAWS

A. The Contractor, his agents and employees, shall at all times observe and comply with all Federal and State Laws, local laws, ordinances, codes and regulations which in any manner affect the conduct of the Work and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work. Contractor shall protect and hold harmless the Owner, the Engineer and their representatives, against any claim or liability arising from the violation of any such law, ordinance, code, regulation or order.

B. In particular, Contractor shall comply with all local ordinances regulating noise levels, dust, mud, roadway load limits and barricades/warning devices required at the site.

##### 1.03 EROSION CONTROL

A. The Contractor shall submit an erosion control implementation plan for review and approval prior to the preconstruction conference.

END OF SECTION



## SECTION 01150

### MEASUREMENT AND PAYMENT

#### 1. GENERAL

##### 1.01 ENGINEER'S ESTIMATE OF QUANTITIES

- A. Engineer's estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The Bid Schedule does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as the Bid Schedule may deem necessary. Contractor will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions or deductions caused by a variation in quantities as a result of more accurate measurement, or by any changes or alterations in the Work ordered by the Bid Schedule, and for use in the computation of the value of the Work performed for progress payments.

##### 1.02 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. The method and measurement and basis of payment for all unit price pay items shall be in accordance with the pertinent sections of the "Standard Specifications for Highway and Structure Construction," State of Wisconsin, 2011 Edition, and all Subsequent Supplemental Specifications (hereinafter referred to as WisDOT standard specifications), except for the following modifications:
- a. Excavation Common
    - i. Measurement: Cubic Yards in accordance with Section 205.4 of WisDOT standard specifications.
    - ii. Payment: In accordance with Section 205.5 of WisDOT standard specifications, except that it shall be modified as follows:
      - 1. The quantity to be paid for as excavation common will be "plan quantity" as set forth in the contract plans without measurement thereof. Any modifications to the contract quantity caused by corrections or revisions of the original contract plans which have been approved by the ENGINEER will be measured in accordance with the applicable section of the standard specifications and the contract quantity will be adjusted accordingly to determine the final pay quantity.
      - 2. If Excavation Below Subgrade (EBS) is deemed necessary during construction, the EBS shall be measured in the field by the ENGINEER and paid for at the contract unit price for "excavation common".
      - 3. Payment shall include removal or grubbing of stumps, removing culverts, removing masonry, and removing fences.

- b. Silt Fence.
  - i. Measurement: Lineal Foot in accordance with Section 628.4 of WisDOT standard specifications.
  - ii. Payment: In accordance with Section 628.5 of WisDOT standard specifications except that payment shall include any required maintenance, including any required cleaning and repairing; for removing or spreading the accumulated sediment to form a surface suitable for seeding; and for replacing silt fence and all damages caused by overloading sediment material or ponding water adjacent to the silt fence.
- c. Traffic Control (project).
  - i. Measure: Lump sum.
  - ii. Payment: Full compensation for providing, installing, constructing, assembling, painting, hauling, erecting, re-erecting, maintaining, restoring, moving and removing traffic signs, drums, barricades, and similar control devices; for providing, placing, and maintaining all posts, signs, lights, mounting hardware, orange flags, hold down devices, batteries; for providing, applying, and removing pavement markings, unless provided otherwise; and for all labor, tools, equipment and incidentals to complete the contract work.
- d. Traffic Control Detour (project).
  - i. Measure: Lump sum.
  - ii. Payment: Full compensation for providing, placing, installing, and maintaining all detour signs, posts, mounting hardware, and orange flags; for supplying and performing all flagging and guidance services; for partially or fully covering or uncovering, reviewing, moving, re-erecting, maintaining, and removing signs associated with the detour; and all labor, tools, equipment and incidentals to complete the contract work.

END OF SECTION

## **SECTION 01200**

### **PROJECT MEETINGS**

#### **1. GENERAL**

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### **1.01 PRECONSTRUCTION MEETING**

- A. The Contractor shall attend a preconstruction meeting prior to commencing work on the site. The Contractor will be advised of the exact date, time and location of the meeting.
- B. The meeting shall be attended by someone having the authority to make informed commitments for the Contractor.
- C. The Contractor's representative shall be prepared to present a tentative construction schedule setting out target dates for completion of key elements. He shall also have a rough sketch showing the location of the Contractor's intended haul roads and material storage points as well as a traffic control plan and erosion control implementation plan to be approved by the Engineer and Owner. He shall have the name of the foreman who will be staffing the project for the Contractor, and a name and telephone number of a 24-hour contact in case of an after-hours emergency.

##### **1.02 COORDINATION MEETINGS**

- A. The Contractor shall weekly attend project coordination meetings.

##### **1.03 FINAL WALK THROUGH**

- A. The Contractor shall schedule final walk through at the site upon substantial completion and also upon final completion.

**END OF SECTION**

## **SECTION 01300**

### **SUBMITTALS**

#### **1. GENERAL**

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### **1.01 SHOP DRAWINGS**

- A. Contractor shall submit four (4) copies to the Owner's representative for review and approval. The Contractor shall not proceed until the Owner's approval is given.
- B. In the event of a substitution, the Owner will require from the Contractor a credited deduction from the Contract amount equal to any savings in material cost resulting from use of the proposed substitute.

##### **1.02 HMA MIXTURE DESIGNS & ASPHALTIC MATERIAL (PG GRADE) TICKETS**

- A. HMA mixture designs and asphaltic material (PG Grade) tickets are required.
- B. Contractor shall submit copy to the Owner's representative for review and approval. The Contractor shall not proceed until the Owner's approval is given.
- C. In the event a substitution is approved, the Owner will require from the Contractor a credited deduction from the Contract amount equal to any savings in material cost resulting from use of the proposed substitute.

END OF SECTION

## SECTION 01400

### QUALITY CONTROL

#### 1. GENERAL

The requirements of the Contract Documents, including the General Conditions the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 RESPONSIBILITY

- A. The Contractor shall assume complete and sole responsibility for the quality of work. If changes or adjustments are recommended by the Contractor, they may be made only upon written approval of the Engineer.
- B. The Contractor shall assume full responsibility for the furnishing of uniform and satisfactory materials. Quality Management Programs for base aggregate, HMA pavement nuclear density, and concrete ancillary are outlined in the special provisions section of this project manual.

##### 1.02 AUTHORITY OF ENGINEER

- A. All Work shall be done in compliance with the Contract Documents. The Engineer shall decide all questions which shall arise as to the quality and acceptability of materials furnished, Work performed, workmanship, rate of progress of Work, interpretation of the plans and specifications acceptable fulfillment of the Contract, compensation and disputes and mutual rights between Contractors under the Specifications. He shall determine the amount of Work performed and materials furnished.
- B. Failure or negligence on the part of the Engineer to condemn or reject substandard or inferior work or materials shall not be construed to imply an acceptance of such Work or materials, if it becomes evident at any time prior to the final acceptance of the Work by the Owner. Neither shall it be construed as barring the Owner, at any subsequent time, from the recovery of damages or of such a sum of money as may be needed to build anew all portions of the substandard or inferior Work or replacement of improper materials wherever found.

##### 1.03 INSPECTION

- A. All materials and each part of detail of the Work shall be subject at all times to inspection by the Owner or his authorized representative and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection and any material furnished under these specifications is subject to such inspection. The Owner or his representatives shall be allowed access to all part of the Work and shall be furnished with such information and assistance by the Contractor as is determined by the Owner or his representative to make a complete and detailed inspection.

#### 1.04 WORKMANSHIP

- A. All workmanship shall conform to the best standard practice. Unless otherwise specified, the Specifications or recognized association of manufacturers and contractors or industrial manufacturers shall be used as guides for the standards of workmanship.
- B. All exposed items of Work shall present a neat workmanlike appearance and shall be as true to shape and alignment as possible to obtain with measuring or leveling instruments generally used in the respective types of Work. Items of Work shall be sound and fully protected against damage and premature deterioration. It is specifically understood that in all questions of quality and acceptability of workmanship, the Contractor agrees to abide by the decision of the Engineer.

#### 1.05 DEFECTIVE MATERIALS

- A. All materials and workmanship not conforming to the requirements of the Contract Documents shall be considered as defective, and all such materials, whether in-place or not, shall be rejected and shall be removed from the Work by the Contractor at his expense. Upon failure on the part of the Contractor to comply with any order of the Owner relative to the provisions of this article, the Owner shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any monies due or which may become due the Contractor.

#### 1.06 SPECIFICATIONS TO BE AVAILABLE

- A. The Contractor shall keep a legible copy of the plans, specifications and all permits at the site of the work at all times.

END OF SECTION

## SECTION 01500

### CONSTRUCTION FACILITIES

#### 1. GENERAL

The requirements of the Contract Documents, including the General Conditions the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 TEMPORARY SERVICES

- A. Where required in order to accomplish the Work, Contractor shall provide temporary potable water supply, temporary grounded electrical service and containerized trash collection removal service.

##### 1.02 CONSTRUCTION DEBRIS

- A. The Contractor shall at all times keep the site of the Work, including all private or public property involved in or adjacent to the Work, free from any rubbish, surplus or waste materials deposited by persons engaged in the Work or which have accumulated as a result of the Work.
- B. The Contractor shall remove all surplus materials, tools, equipment or plant, leaving the site of the Work and all portions of the finished Work clean, unobstructed and ready for use before the Work will be considered completed. After written notification, the Engineer may have removed from the site of the Work all rubbish, surplus or waste materials which the Contractor has neglected or refused to remove and deduct the costs of such removal from any monies due the Contractor.
- C. The Owner or his representative shall have the right to regulate the Work in order to control objectionable dust, mud or other nuisances in or adjacent to the area of the project site.

##### 1.03 STORAGE OF MATERIALS

- A. The Contractor shall not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the Engineer.
- B. Materials delivered to the Contractor are to be neatly and compactly placed along or near the site in such manner as to cause the least inconvenience to the property owners and insure the safety of the general public. Materials shall not be placed within 20 feet of any hydrant, pedestrian crossing or intersection.

##### 1.04 ACCESS

- A. Maintain emergency and local vehicular access through the construction period, including during underground operations, removals, and grading operations. Provide access on the existing pavement, new pavement, temporary or new aggregate base course. Do not close or remove from service any residential or commercial driveway approaches without giving 48 hours notice to the occupants of the premises to remove their vehicle(s) prior to removal or closing of the driveway access approach.

- B. The Owner and his representatives shall have access to the site all times. Other contractors, subcontractors and material suppliers shall have access to the site at all times.
- C. Where such permanent access must be disrupted by this Contractor's operations, temporary access shall be provided by the Contractor in such a manner as to allow construction equipment and materials to ingress and egress the site.
- D. The Contractor shall neither shut off nor unnecessarily interfere with either pedestrian or vehicular access to adjacent property without the consent of the Engineer.
- E. If absolutely necessary, after giving notice to adjacent properties, appropriate governmental units and emergency services, public roads may be closed to local traffic only during actual working hours. The roads shall be opened to vehicular traffic with temporary measures if necessary, during evening hours and over weekends/holidays. Emergency vehicle access shall be maintained at all times.

#### 1.05 TRAFFIC CONTROL

- A. The work under this item shall conform to the requirements of Section 643 of the standard specifications and as hereinafter provided.
- B. County Trunk Highway H within the limits of this project will be closed to through traffic during construction activities. A detour route is included in the plan set.
- C. Traffic control shall be the responsibility of the Contractor.
- D. Contractor shall provide a minimum of one-lane of local traffic at all times.
- E. The Contractor shall be responsible for the erection and maintenance of all drums, barricades, lights and signs necessary for public safety and convenience in accordance with all applicable requirements. In general, all hazards within the limits of the Work or on detours around the Work must be marked with well-painted, well-maintained drums, barricades, reflectors, electric lights, flashers and warning and directional signs in sufficient quantity and size adequate to protect life and property. These safeguards shall be moved, changed, increased or removed as required during the progress of the work to meet changing conditions.
- F. When a street is closed to through-traffic, barricades shall be placed at the adjacent intersections as well as at the location of the obstruction. Detour signs shall be attached to the barricades at the adjacent intersections. Detour signs shall be adequately illuminated and/or reflectorized so as to be clearly visible at all times.
- G. The Engineer reserves the right to require that "snow fence" be installed at locations where streets are closed for the full width of the roadway. Barricades shall be maintained in rigidly assembled condition. All warning devices shall be kept clean and in good repair so as to be readily discernible at all times.
- H. Whenever the Contractor's operations obstruct or endanger a traffic lane, and no marked detour has been provided, the Contractor shall furnish a flagman to direct traffic through or around the congested area. The Engineer shall have the right to require additional flagmen, as he may deem necessary.



- I. Adequate protection shall be provided around all openings wherever required to safeguard the Work or the public. All openings and surface obstructions shall be protected with drums, barricades, signs, lights and warning devices in accordance with local requirements.
- J. As a minimum, the provisions of the FHWA “Manual on Uniform Traffic Control Devices” shall be met. All traffic control procedures shall be subject to the approval of the Engineer.

#### 1.06 PROTECTION FROM DAMAGE

- A. During performance and up to the completion date of Work, the Contractor shall be under an absolute obligation to safeguard from and be solely responsible for all damage resulting from his Work operations to water, gas, steam or drain pipes, street and house sewers, house services, catch basins, manholes, conduits, cables, hydrants, valves and stop boxes, light poles, street lighting, cables and transformers, traffic signals, traffic and street signs, fire and police alarm boxes, mail boxes or any other privately or publicly owned existing installation or structure. He shall also safeguard from and be solely responsible for damage to pavements, sidewalks, curbs, gutter, trees, shrubbery or lawns which are scheduled to remain.
- B. The Contractor shall be required to replace any and all damaged pavement, stone shoulders, concrete curb and gutter, driveways, sidewalks, mail boxes, privately owned shrubs and trees, etc., as a result of his construction operation, unless otherwise indicated on the plans. All material for restoration shall be of at least equal quality and/or workmanship to that which was damaged unless specifically required, otherwise by the plans or other sections of the specifications. The cost for said restoration shall be considered incidental to construction.

The Contractor will be required to protect from damage or dislocation all manhole and inlet frames, valve boxes and hydrants, until final completion of his scheduled Work. Upon completion, the Contractor shall request the Engineer to join him in a final inspection to verify the condition of all frames and boxes. No claims for extra compensation will be entertained as a result of broken or dislocated frames, boxes or hydrants prior to the final inspection.

#### 1.07 DRAINAGE

- A. The Contractor must provide for the flow of existing surface drainage in existing sewer, water courses, culverts, gutters, catch basins, drains, etc., which are affected by the prosecution of the Work. Any diversion of existing water courses shall be done solely on the land of the Owners unless proper rights for diversion on other land have been procured.
- B. Excessive ponding due to grading shall be avoided. Temporary facilities shall be provided by the Contractor to handle “trapped” water until such time that permanent drainage facilities are constructed.

#### 1.08 TEMPORARY RELOCATION & PERMANENT MAILBOX REPLACEMENT

- A. Prior to the start of construction, remove existing mailboxes without damage to mailbox or support, and place them on Owner’s land outside the project limits.

- B. Temporary mailboxes shall be established and located at five locations throughout the length of the project, and shall be approved by the engineer.
- C. At completion of the project, remove temporary mailboxes, and reinstall original mailboxes at new locations determined by the engineer. Repair or replace components damaged during relocation work.
- D. The cost for said temporary mailboxes & permanent mailbox replacement shall be considered incidental to construction.

END OF SECTION

## SECTION 01700

### CONTRACT CLOSEOUT

#### 1. GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 CLEAN-UP AND FINAL INSPECTION

- A. The Contractor shall have thorough and systematic clean-up operations followed closely behind the construction Work. He shall, at his own expense, remove and properly dispose of all water, dirt rubbish or any other foreign substances. The Contractor shall contact the Engineer to schedule a walk through prior to leaving the site. Any defects of any nature whatsoever shall be promptly corrected at his own expense. Notice to begin final cleaning and repairs, if such is needed, will be given by the Engineer and shall be complied with by the Contractor. The Engineer will make an inspection of the Work during the progress of final cleaning and repairing of any Work so inspected shall be kept clean by the Contractor until the final inspection by the Engineer and the acceptance of the entire Work. When the Contractor has finally cleaned and repaired the Work, he shall notify the Engineer that he is ready for a final inspection and the Engineer will thereupon inspect the Work. If the Work is not found satisfactory, the Engineer may require further cleaning and repairing and when these are completed, will again inspect the Work. In no case will the job be considered complete until the Contractor has complied with all the requirements set forth and the Engineer has made his final inspection of the entire Work and is satisfied that the entire Work is properly and satisfactorily constructed in accordance with the plans and specifications and that such Work is ready for acceptance by the Owners.

##### 1.02 RESTORATION

- A. Existing pavement, driveways, walks, and parking areas shall be saw cut full depth to provide a smooth transition to the new improvements. All such areas encountered shall be replaced in kind.

Fine grading prior to paving shall be considered incidental to the Contract.

- B. The Contractor is responsible for lawn replacement and landscaping repairs arising from their work. All such areas encountered shall be replaced in kind.

##### 1.03 GUARANTEE

The Contractor shall be liable for the acceptable condition of all Work, both during construction and throughout the guarantee period. The guarantee period to be for a period of one (1) year shall commence on the date of completion as determined by the Owner. Should any defect appear either during construction or the guarantee period, the Contractor shall in conformance to a written order from the Owners, make the required repairs or replacement at his own expense.

1.04 AS BUILT

- A. The Contractor will be required to keep an accurate record of the as-built location and/or elevation of Work under his control. This record may be a print of the construction plans upon which all deviations from the proposed construction have been legibly recorded. Such as-builts shall be transmitted to the Owner or his representative at the conclusion of the Work.

1.05 FINAL PAYMENT

- A. After the work has been finally accepted by the Owner and all as-built information delivered to the Owner, the Contractor will be paid in accordance with the final payment provisions of these Specifications.

END OF SECTION

# **SPECIAL PROVISIONS**

## APPENDIX A

### WASHINGTON COUNTY INSURANCE REQUIREMENTS

#### CONTRACTORS & SUBCONTRACTORS – CONSTRUCTION PROJECTS

##### **I. Liability Insurance Requirements**

- A. Commercial General Liability coverage at least as broad as Insurance Services Office Forms #CG 00 01 07 98 and #CG 25 03 11 85, including coverage for Products Liability, Completed Operations, Contractual Liability, and XCU (excavation, collapse & underground operations) coverage with the following minimum limits:
- |    |   |                         |
|----|---|-------------------------|
| 1. | General Aggregate Limit<br>(Other than Products-Completed Operations) | per project \$2,000,000 |
| 2. | Products-Completed Operations Aggregate                               | per project \$1,000,000 |
| 3. | Personal and Advertising Injury Limit                                 | \$1,000,000             |
| 4. | Each Occurrence Limit   | \$1,000,000             |
| 5. | Fire Damage Limit – any one fire                                      | \$ 50,000               |
| 6. | Medical Expense Limit – any one person                                | \$ 5,000                |
| 7. | Asbestos Removal (if applicable)                                      | \$5,000,000             |
- B. Automobile Liability coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
- C. Worker's Compensation as required by the State of Wisconsin, and Employers Liability Insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
- D. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$5,000,000 each occurrence and \$5,000,000 aggregate, and a maximum self-retention of \$10,000.
- E. Aircraft Liability and Watercraft Liability. If the project work includes the use of, or Operation of, any aircraft or watercraft, then Aircraft and Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for bodily injury and property damage.
- F. Bond Requirements
1. Bid Bond (if required). The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5% of the contract bid.
  2. Payment and Performance Bond (if required). If awarded the contract, the contractor will provide to the owner a Payment and/or Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.

3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class V.

## **II. Insurance Requirement for Sub-Contractors**

All sub-contractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers' Compensation, Employers Liability, and Asbestos Removal Coverage (if applicable). This insurance shall be as broad as those noted for Contractor requirements contained in Section I with the exception of General Aggregate Limits at \$1,000,000. It is the responsibility of the Prime Contractor to ensure all subcontractors have and maintain required insurance coverage for this project. Failure to do so will result in the Prime Contractor being responsible for any and all damages and/or negligence of the subcontractors involved.

## **III. Additional Requirements**

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- B. Washington County, Washington County's elected and appointed officials, and Washington County employees shall be named as additional insureds on all liability policies for liability arising out of project work. Please provide a copy of this endorsement with your certificate of insurance.
- C. Certificates of Insurance acceptable to Washington County shall be submitted prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least 30 days' prior written notice has been given to Washington County.

**Exhibit B**

**Affidavit of Compliance with Section 103.503, Wis. Stats.**

STATE OF WISCONSIN     )  
  ) ss.  
\_\_\_\_\_ COUNTY     )

\_\_\_\_\_, being first duly sworn, on oath, deposes and states that:

1. I work for \_\_\_\_\_ (Employer) in the following capacity:
2. \_\_\_\_\_, (Employer) has submitted a bid with Washington County, specifically Bid # \_\_\_\_\_.
3. I am aware of Section 103.503 of the Wisconsin Statutes, a copy of which is attached hereto. I understand that I must comply with Section 103.503.
4. I certify on behalf of my Employer, as well as any subcontractors that we may be working with, that we have in place a written program for the prevention of substance abuse among our employees.
5. I understand that if my Employer does not have a written program in place, or a subcontractor that we may be working with does not have a written program in place, that complies with Section 103.503, Wis. Stats., that our bid may be rejected as non-responsive and the next low bid may be considered or the project may be re-bid.
6. I understand that Washington County may request a copy of our written program or that of our subcontractors, at any time and that we will comply with that request in a prompt manner.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Print Name of Authorized Officer

\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Name of Corporation, Partnership, Sole  
Proprietorship or Business



**103.503 Substance abuse prevention on public works projects. (1) DEFINITIONS.** In this section:

(a) "Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted or could have resulted in death, personal injury, or property damage and that occurred while the employee was performing the work described in s. 66.0903 (4) or 103.49 (2m) on a project.

(b) "Alcohol" has the meaning given in s. 340.01 (1q).

(c) "Contracting agency" means a local governmental unit, as defined in s. 66.0903 (1) (d), or a state agency, as defined in s. 103.49 (1) (f), that has contracted for the performance of work on a project.

(d) "Drug" means any controlled substance, as defined in s. 961.01 (4), or controlled substance analog, as defined in s. 961.01 (4m), for which testing is required by an employer under its substance abuse prevention program under this section.

(e) "Employee" means a laborer, worker, mechanic, or truck driver who performs the work described in s. 66.0903 (4) or 103.49 (2m) on a project.

(f) "Employer" means a contractor, subcontractor, or agent of a contractor or subcontractor that performs work on a project.

(g) "Project" means a project of public works that is subject to s. 66.0903 or 103.49.

(2) **SUBSTANCE ABUSE PROHIBITED.** No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4) or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).

(3) **SUBSTANCE ABUSE PREVENTION PROGRAMS REQUIRED.** (a) Before an employer may commence work on a project, the employer shall have in place a written program for the prevention of substance abuse among its employees. At a minimum, the program shall include all of the following:

1. A prohibition against the actions or conditions specified in sub. (2).

2. A requirement that employees performing the work described in s. 66.0903 (4) or 103.49 (2m) on a project submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

3. A procedure for notifying an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required

under the program that the employee may not perform work on a project until he or she meets the conditions specified in sub. (4) (b) 1. and 2.

(b) Each employer shall be responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(4) **EMPLOYEE ACCESS TO PROJECT.** (a) No employer may permit an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under sub. (3) to perform work on a project until he or she meets the conditions specified in par. (b) 1. and 2. An employer shall immediately remove an employee from work on a project if any of the following occurs:

1. The employee violates sub. (2), tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

2. An officer or employee of the contracting agency has a reasonable suspicion that the employee is in violation of sub. (2) and requests the employer to immediately remove the employee from work on the project.

(b) An employee who is barred or removed from work on a project under par. (a) may commence or return to work on the project upon his or her employer providing to the contracting agency documentation showing all of the following:

1. That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in sub. (2).

2. That the employee has been approved to commence or return to work on the project in accordance with the employer's substance abuse prevention program.

(c) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the substance abuse and mental health services administration of the federal department of health and human services.

(5) **LOCAL ORDINANCES; STRICT CONFORMITY REQUIRED.** A local governmental unit, as defined in s. 66.0903 (1) (d), may enact an ordinance regulating the conduct regulated under this section only if the ordinance strictly conforms to this section.

**History:** 2005 a. 181.

*Text from the 2005?06 Wis. Stats. database updated by the Revisor of Statutes. Only printed statutes are certified under s. 35.18 (2), stats. Statutory changes effective prior to 6?2?07 are printed as if currently in effect. Statutory changes effective on or after 6?2?07 are designated by NOTES. Report errors at (608) 266?2011, FAX 264?6978, <http://www.legis.state.wi.us/rsb/>*

## APPENDIX C

### WASHINGTON COUNTY STANDARD TERMS AND CONDITIONS FOR FORMAL BIDDING, PROPOSALS, & CONTRACTS

1. **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Further, the written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agree to in writing by the County.
2. **DEFINITIONS:** As used herein, “vendor” and “bidder” includes a provider of goods and services, or both, who is responding to an RFP or a bid.
3. **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency.
4. **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor’s letterhead, signed and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the vendors shall be held liable.
5. **BID BOND GUARANTY-PERFORMANCE BONDS- INSURANCE:**
  - a) **Bid Bond Guaranty:** If required (see instructions to bidders) a certified check, cashiers check, or bid bond, payable to Washington County Highway Department, in an amount of five percent (5%) of maximum bid must accompany the bid as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract within ten (10) days after award and receipt of contract form for signature. Return of certified check, cashiers check, or bid bond will be executed when the contract is signed.
  - b) **Performance Bonds:** If required, (see instructions to bidders) a performance bond in the amount specified in the Invitation to Bid is to be provided by the successful bidder to the Washington County Highway Department within ten (10) days after award of contract. Failure to do so can make the contract voidable at the County’s discretion and where the bid is covered by a certified check or bond such security shall become the property of Washington County as liquidated damages. Performance bonds must be approved by the County Attorney prior to commencement of any work.
  - c) **Insurance:** If applicable, an insurance certificate, which meets the County’s requirements, as specified in the bid document shall be provided to the Washington County Highway Department with the bid or as stated in the bid specifications. Failure to do so can make the contract voidable at the county’s discretion. Said insurance certificate must be approved by the County’s Insurance Coordinator prior to the commencement of any work. The contractor shall not allow the subcontractor to commence any work until the insurance required of the subcontractor has been obtained and approved.

The surety bond, the performance bond and the insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Washington County will be named as additional insured with respect to general liability coverage. Should any insurance policy be canceled before the expiration of this contract, the issuing company must provide 30 days written notice to Washington County.

6. **SAFETY REQUIREMENTS:** All material, equipment and supplies provided to the County must comply fully with all Safety Requirements as set forth by the Wisconsin Administration code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.
7. **DELIVERY TERMS:** Bids shall include delivery F.O.B. to the address specified, all transportation charges prepaid and born by bidder unless otherwise specified. Shipments sent C.O.D. or freight collect will not be accepted.
8. **GUARANTEED DELIVERY:** Failure of the vendor to adhere to the delivery schedule as specified or to promptly replace rejected or defective materials within a specified time frame, shall render the contractor liable for the difference between the "open market" and the contract price, and/or other costs as applicable under the Uniform Commercial Code. Such purchases will be deducted from contract quantities.
9. **TAX EXEMPT:** All bids must be submitted without the inclusion of Federal Excise and Wisconsin Sales Taxes as the County is exempt therefrom. (State Statute No. 77.54 (9a)(b)).
10. **SIGNATURE REQUIREMENT:** This bid must be manually signed by an authorized representative of your company.
11. **CANCELLATION:** Washington County reserves the right to cancel any order or contract for failure of the successful bidder to comply with terms, conditions and specifications for this RFB or RFP. The County reserves the right to terminate any agreement due to no-appropriation of funds or failure of performance by the vendor.
12. **RIGHT TO ACCEPT ALL OR PART OF BID:** Washington County reserves the right to waive any informalities and to reject any and all bids deemed to be unsatisfactory or not in the County's best interest. Furthermore, Washington County reserves the right to adjust the projects through deletions, and reductions to bring the project in at the budgeted price and to order within 10% more or less of the quantity specified.
13. **MATERIAL SAFETY DATA SHEETS:** It is a direct condition of this order that the vendor shall supply Washington County, when applicable, with a **Material Safety Data Sheet** for the material purchased. In addition the vendor shall supply any material related to the safe use of this material and hazards associated with its use, including but not limited to installation procedures and personnel protective equipment requirements. All hazardous components shall be identified.
14. **BID RESULTS:** Bidders may obtain information pertaining to results of bids at the Washington County Highway Department, Monday through Friday, 7:00 a.m. to 3:30 p.m. Prior appointment is advisable. Copies are obtained AT .25 CENTS PER PAGE AND POSTAGE COSTS, IF APPLICABLE. BID OPENINGS ARE PUBLIC UNLESS OTHERWISE SPECIFIED.

15. **WITHDRAWAL OF BIDS:** Bidders may withdraw their bid at any time before bid due date and time by written request for withdrawal to the Purchasing Agent however; bidder will not be allowed to resubmit the bid after it's been withdrawn. Faxed bids will be rejected. Late bids will not be accepted and will remain unopened and returned to sender.
16. **AMENDMENT OF BIDS:**
- a) **By County:** Bids may be amended by the County in response or need for further clarification, specification changes, new opening dates, etc. Copies of the amendment shall be sent to prospective bidders (whom are known by Washington County or its representative). Bidders shall acknowledge all amendments (addenda) and return as specified.
  - b) **By Bidder:** Bids may only be amended after receipt by the County by submitting a later dated bid that specifically states (in writing on company letterhead and signed by an authorized company representative) that it is amending an earlier bid. No bid may be amended after bid opening. Any amended bid that conflicts with the terms and conditions stated herein will be considered a counteroffer and will be rejected.
  - c) **Upon request of the Bidder:** If any of the terms and conditions prevent you from bidding, consideration will be given, if possible, to a bidder request for change. This request must be submitted in writing to the construction manager five (5) business days (or as stated in the bid) prior to bid opening, and if granted, it will require sending an addendum to all prospective bidders.
17. **PRICES:** Bid prices shall be stated in units requested. Prices shall be binding for thirty (30) days following the bid opening date unless otherwise stated in the bid document. Mathematical errors in extension may be corrected, providing that the unit price is legible. Conflicts that involve dollar amounts, the unit price multiplied by the respective quantity shall govern as bid price.
18. **PURCHASE ORDERS:** No shipment shall be made without an authorized purchase order from the county, issued by the Washington County Highway Department.
19. **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to the specifications, terms and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Quantities involved, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service, and past performance, among other factors, will be considered in determining responsibility.
20. **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or otherwise, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by Washington County.
21. **PAYMENT TERMS AND INVOICING:** Washington County normally pays properly submitted invoices within 30 days of receipt of goods and services, or combination of both, which have been delivered, installed (if required) and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the Purchase Order (unless otherwise specified) including reference to purchase order number to the correct address noted on the Purchase Order for processing.

22. **APPLICABLE LAW:** THIS REQUEST AND POSSIBLE RESULTING CONTRACT OR ORDER SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF WISCONSIN. ANY DISPUTES OR CLAIMS THAT ARISE UNDER THIS CONTRACT SHALL BE LITIGATED IN THE CIRCUIT COURT OF WASHINGTON COUNTY, WI.

## Special Provisions

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## **SPECIAL PROVISIONS**

### **1. General.**

All references in these special provisions to department shall refer to Washington County Highway Department or their representatives.

### **2. Prosecution and Progress.**

Begin work within 10 calendar days after the engineer issues a written notice to proceed.

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

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

### **3. Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 144 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights and any other material that might impede the free flow of traffic during the following holiday periods:

From noon Friday, May 27, 2011 to 6:00 A.M. Tuesday, May 31, 2011;

From noon Friday, July 1, 2011 to 6:00 A.M. Tuesday, July 5, 2011;

From noon Friday, September 2, 2011 to 6:00 A.M. Tuesday, September 6, 2011

### **4. Utilities.**

This project does not come under the provisions of Administrative Rule TRANS 220.

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments required for this construction project. Contractor shall contact the utility companies (contact information shown on the plans) prior to bidding to check on the status of the utility relocations, and to coordinate and cooperate with the various utilities in the completion of the Contract and utility work and shall anticipate this work in the project schedule. In some cases utility relocation may be required in coordination with the Contractor's work.

The utility locations are approximately shown on the plans. Coordinate construction activities with a call to Diggers 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. Contractor will be held wholly responsible for any damage to utilities (including laterals) and cost of repairing same

## **5. Environmental Protection.**

### **Supplement 107.18 of the standard specifications with the following:**

The contractor shall take adequate precautions to install and maintain necessary erosion and sediment control during grading and construction operations at curbs and gutters and at other locations as determined by the engineer with a filter fabric or equivalent barrier meeting accepted design criteria, standards and specifications.

Store all containers (drums of concrete curing agents, petroleum storage tanks, pressurized gas cylinders, etc.) in secure locations to avoid an attractive nuisance and to prevent vandalism, spills and unwanted dumping. If abandoned containers are found, notify Maureen Millmann, DNR at 414-263-8613 or the DNR Hotline (24 hours/day) at 800-943-0003 to report the incident.

## **6. Erosion Control.**

### **Supplement 107.20 of the standard specifications with the following:**

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

Topsoil graded areas, as designated by the engineer, immediately after grading has been completed within those areas. Seed, fertilize and mulch all topsoiled areas within 3 business days after placement of topsoil.

### **Replace 107.20(3) of the standard specifications with the following:**

Prepare and submit an Erosion Control Implementation Plan (ECIP) for the project, including borrow sites and material disposal sites, in accordance with chapter TRANS 401 requirements. The ECIP shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan shall identify how the contractor intends to implement the project's erosion control plan.



## **7. Clearing and Grubbing.**

Washington County Highway Department forces will perform the clearing for the project. Trees will be removed down to a stump. Contractor will be responsible for removal or grubbing of stumps. Costs associated with said removal or grubbing of stumps shall be incidental to the "Excavation Common" bid item. Coordinate with Washington County Highway Department concerning clearing & grubbing operations.

### **Supplement 201.3 of the standard specifications 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 include the following species:

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

Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.

Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha county. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance.

Mountain ash (*Sorbus Americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

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

ACP 21.17 Emerald ash borer; import controls and quarantine.

- (1) IMPORTING OR MOVING REGULATED ITEMS FROM INFESTED AREAS; PROHIBITION. Except as provided in sub. (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 sub. (1):
- 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.

### **Regulatory Considerations**

The quarantine means that ash wood products may not be transported out of the quarantined area.

If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

### **Chipped Ash Trees**

1. May be left on site if used as landscape mulch within the project limits.
2. May be buried on site within the right-of-way in accordance with section 201.3 (14) of the standard specifications.
3. May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer in accordance with section 201.3 (15) of the standard specifications.
4. May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance with section 201.3 (15) of the standard specifications.
5. Burning chips is optional if in compliance with section 201.3 of the standard specifications.
6. Chips must be disposed of immediately and may not be stockpiled.
7. Chipper equipment must be cleaned following post-chipping activities to insure no spread of wood chip debris into non-quarantined counties.

### **Ash Logs, Branches, and Roots**

1. May be buried without chipping within the existing ROW or on adjacent properties in accordance with section 201.3 (14)(15) of the standard specifications.

2. May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance with section 201.3 (15) of the standard specifications.
3. Burning is optional if in compliance with section 201.3 of the standard specifications.
4. Ash logs, branches, and roots must be disposed of immediately and may not be stockpiled.

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

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 (1-800-303-9663).

#### **Update 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 the state. More frequent updates, if any, are available on the department's website at [www.datcp.state.wi.us](http://www.datcp.state.wi.us). Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the department. Persons may request update notices by calling (608) 224-4573, by visiting the department's 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

#### **(2) Regulated Items**

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

### **8. Select Borrow.**

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

#### **Material**

Furnish and use material that consists of granular material meeting the following requirements:

The portion of the material which passes the No. 4 sieve shall have a maximum of 25% passing the No. 200 sieve.

## **9. QMP Base Aggregate – No Comprehensive Written Report Required.**

### **A Description**

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

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, 305, and 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) A comprehensive written quality control plan will not be required to be submitted to the engineer for this project.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:  
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>

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

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

2. Divide the aggregate into uniformly sized sublots for testing as follows:

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

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

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

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

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

4. Department verification testing is optional for quantities of 6000 tons or less.

- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## B Materials

### B.1 Quality Control Plan

- (1) A comprehensive written quality control plan will not be required to be submitted to the engineer for this project.

### B.2 Personnel

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

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

<sup>[1]</sup> Plant personnel under the direct observation of an aggregate technician certified at level one or higher may operate equipment to obtain samples.

- (2) A certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

### **B.3 Laboratory**

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: 608-246-5388

<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

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

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

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

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

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

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

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
  1. Contractor individual QC tests.
  2. Department QV tests.
  3. Department IA tests.
  4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

## **B.5 Contractor Testing**

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

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:  
Gradation..... AASHTO T 27  
Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  1. Control limits are at the upper and lower specification limits.

2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

### **B.6.2 Fracture**

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

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

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

## **B.7 Corrective Action**

### **B.7.1 General**

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

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

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



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

## **B.8 Department Testing**

### **B.8.1 General**

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

### **B.8.2 Verification Testing**

#### **B.8.2.1 General**

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  1. One non-random test on the first day of placement.
  2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.

- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

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

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

### **B.9 Dispute Resolution**

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

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

**C (Vacant)**

**D (Vacant)**

**E Payment**

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

**10. Protection of Concrete.**

**Subsection 415.5.14 of the WisDOT standard specifications is supplemented as follows:**

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

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

## **11. Sedimentation Basin.**

Design, supply and maintain sedimentation basin(s) as necessary to dewater culvert installation areas, or other areas of sediment-laden standing water. Design of the sedimentation basin(s) shall be able to filter the contaminated water prior to discharging it back into the lake or adjacent drainage way. Refer to applicable DNR Technical Standards for guidelines on sedimentation basin sizing and dewatering. Maintain the sedimentation basin(s) at regular intervals or as directed by the engineer. Sedimentation basins shall be incidental to other items of work.

## **12. Landmark Reference Monuments.**

The engineering firm selected to perform construction inspection and staking will re-establish section corners/landmark reference monuments and witness monuments for the project. Coordinate with project engineer concerning schedule to re-establish monuments during construction.

### **Replace 621.2 of the standard specifications with the following:**

Use monuments provided by Washington County that consist of precast concrete with a brass cap. Notify the project engineer at least one week prior to needing the monuments. The engineer will contact Scott Schmidt, the county engineer/surveyor, at (262) 335-6881 to arrange for the delivery of the monuments to the project.

### **Replace 621.3.2.1(2) of the standard specifications with the following:**

<sup>(2)</sup> Place the monuments so that the top elevation of the monuments shall be approximately 1 inch (25 mm) below the finished pavement surface or flush with the ground surface in unpaved areas. Place the monuments so that the caps are orientated in the cardinal direction (read from due south). Place the monuments so that the actual point of reference is centered on the location marks on the cap. A registered land surveyor shall perform the work. Submit a revised section corner dossier sheet hard copy and digital CADD version (standard CADD template to be provided by Washington County). All work to comply with state statute 59.74(2)(a). Establish an elevation on the new section corner and two reference benchmarks set in the same vertical datum and to 2<sup>nd</sup> Order Class 2 accuracy. The notes for the fieldwork on the monument and level work shall be provided along with the dossier.

### **Replace 621.5(2) of the standard specifications with the following:**

<sup>(2)</sup> Payment for Landmark Reference Monuments is full compensation for all excavating; placing the precast monument; placing a minimum of 4 witness monuments (1 in each quadrant), placing and compacting backfill material and surface material; submitting a revised section corner dossier sheet; establishment of vertical control on the new section corner and two reference benchmarks; and for properly disposing of surplus materials.

**13. Field Facilities.**

**Replace 642.2.2.1(1) of the standard specifications with the following:**

Provide the field office with up to three communication services, designated as follows: 1-voice, 1-fax, and 1-high speed Internet connection for computer(s) at setting no less than 384k and up to 1 MB.

**14. Apron Endwalls for Pipe Arch Sloped Section Steel 73-Inch x 55-Inch, Item SPV.0060.01.**

**A Description**

Furnish and install apron endwalls for pipe arch sloped section steel in accordance to the pertinent provisions of section 521 of the standard specifications, as shown on the plans and as hereinafter provided.

**B Materials**

In accordance with section 521.2 of the standard specifications and as follows:

Utilize 5"x1" corrugations and minimum 12 gauge steel (0.109" thickness).

**C Construction**

In accordance with section 521.3 of the standard specifications.

**D Measurement**

The department will measure Apron Endwalls for Pipe Arch Sloped Section Steel 73-Inch x 55-Inch 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.0060.01	Apron Endwalls for Pipe Arch Sloped Section Steel 73-Inch x 55-Inch	Each

Payment is full compensation for providing, transporting, and installing the apron endwalls, including bands or connectors; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

**15. Pipe Arch Corrugated Steel 73-Inch x 55-Inch, Item SPV.0090.01.**

**A Description**

Furnish and install apron endwalls for steel pipe arch in accordance to the pertinent provisions of section 521 of the standard specifications, as shown on the plans and as hereinafter provided.

**B Materials**

In accordance with section 521.2 of the standard specifications and as follows:

Utilize 5"x1" corrugations and minimum 12 gauge steel (0.109" thickness).

**C Construction**

In accordance with section 521.3 of the standard specifications.

**D Measurement**

The department will measure Apron Endwalls for Pipe Arch Steel 73-Inch x 55-Inch 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.0090.01	Pipe Arch Corrugated Steel 73-Inch x 55-Inch	LF

Payment is full compensation for providing, hauling, and placing the pipe or pipe arch, including bands; for all excavating, including foundation, or bed, and any associated dewatering; for providing and placing granular backfill or graded aggregate for granular foundation or cushion; for backfilling unless granular backfill is specified; for maintaining temporary drainage; and for replacing damaged installations; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

- 16. Precast Concrete Box Culvert and Wingwalls, Single 11-feet x 5-feet x 76.5-feet, Station 25+02, Item SPV.0105.01; Precast Concrete Box Culvert and Wingwalls, Single 10-feet x 5-feet x 85.5- feet, Station 47+18, Item SPV.0105.02; Precast Concrete Box Culvert and Wingwalls, Single 12-feet x 5-feet x 90.0- feet, Station 101+79, Item SPV.0105.03; Precast Concrete Box Culvert and Wingwalls, Single 8-feet x 4-feet x 85.5-feet, Station 126+75, Item SPV.0105.04; Precast Concrete Box Culvert and Wingwalls, Double 9-feet x 6-feet x 90.0-feet, Station 140+25, Item SPV.0105.05; Precast Concrete Box Culvert and Wingwalls, Single 12-feet x 6-feet x 85.5-feet, Station 699+07, Item SPV.0105.06.**

**A Description**

This special provision describes furnishing and installing precast concrete box culvert and wingwalls of the size and length shown on the plans, and in accordance to the requirements of the standard specifications and as hereinafter provided.

**B Materials**

Provide materials and fabricate precast concrete box culvert with wingwalls, headwalls and drop walls in accordance to Precast Reinforced Concrete Box Sections for Culverts, Storm Drains and Sewers AASHTO Designation M259 or ASTM C1433, except that the concrete mixture shall contain not less than 565 pounds of Portland cement, blended cement or Portland cement plus pozzolanic admixture per cubic yard. Design to a HS20 minimum loading. Provide shop drawings stamped and signed by a professional engineer licensed in Wisconsin.

### **C Construction**

In accordance with the plans, manufacturers details and written specifications, and the pertinent sections of 520.3 of the standard specifications. All references to pipe culverts in section 520.3 shall apply to box culverts.

### **D Measurement**

The department will measure Precast Concrete Box Culvert and Wingwalls, (size) (Station) as a lump sum 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	Precast Concrete Box Culvert and Wingwalls, Single 11-feet x 5-feet x 76.5-feet, Station 25+02	LS
SPV.0105.02	Precast Concrete Box Culvert and Wingwalls, Single 10-feet x 5-feet x 85.5- feet, Station 47+18	LS
SPV.0105.03	Precast Concrete Box Culvert and Wingwalls, Single 12-feet x 5-feet x 90.0- feet, Station 101+79	LS
SPV.0105.04	Precast Concrete Box Culvert and Wingwalls, Single 8-feet x 4-feet x 85.5-feet, Station 126+75	LS
SPV.0105.05	Precast Concrete Box Culvert and Wingwalls, Double 9-feet x 6-feet x 90.0-feet, Station 140+25	LS
SPV.0105.06	Precast Concrete Box Culvert and Wingwalls, Single 12-feet x 6-feet x 85.5-feet, Station 699+07	LS

Payment is full compensation for furnishing, hauling and placing the precast box, wingwalls and cutoff walls, including joint ties, and mastic; for all excavation, bedding and backfill; for temporary bypass of flow, including temporary culvert pipes, sand bags, polyethylene sheeting, anchors, select crushed material, pumping, and any necessary removals; for any sedimentation device; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

- 17. Aluminum Box Culvert #23 (13.6-feet x 4.6-feet x 76.5-feet) Station 25+02, Item SPV.0105.01A; Aluminum Box Culvert #23 (13.6-feet x 4.6-feet x 85.5-feet) Station 47+18, Item SPV.0105.02A; Aluminum Box Culvert #34 (16.0-feet x 4.3-feet x 90.0-feet) Station 101+79, Item**

**SPV.0105.03A; Aluminum Box Culvert #16 (11.9-feet x 3.6-feet x 85.5-feet) Station 126+75, Item SPV.0105.04A; Aluminum Box Culvert #69 (23.0-feet x 6.1-feet x 90.0-feet) Station 140+25, Item SPV.0105.05A; Aluminum Box Culvert #55 (20.6-feet x 5.3-feet x 85.5-feet) Station 699+07, Item SPV.0105.06A.**

**A Description**

This specification covers the manufacture and installation of the aluminum box culvert structure detailed in the plans.

**B Materials**

The aluminum box culvert shall consist of plates, ribs, and appurtenant items as shown on the plans and shall conform to the requirements of ASTM B 864. Plate thickness, rib spacings, end treatment and type of invert and foundation shall be as indicated on the plans.

All manufacturing processes including corrugating, punching, curving and galvanizing shall be performed within the United States using raw materials made in the United States.

Bolts and nuts shall conform to the requirements of ASTM A307 or ASTM A449.

The structure shall be backfilled using clean well graded granular material that meets the requirements of AASHTO M 145 for soil classifications A-1, A-3, A-2-4, A-2-5.

**C Construction**

The box culvert shall be assembled in accordance with the shop drawings provided by the manufacturer and per the manufacturer's recommendations. Bolts shall be tightened using an applied torque of between 100 and 150 ft.-lbs.

The box culvert shall be installed in accordance with the plans and specifications, the manufacturer's recommendations, and the AASHTO Standard Specification for Highway Bridges, Section 26 (Division II).

The bedding should be constructed to a uniform line and grade using material outlined in the backfill section. The foundation must be capable of providing a bearing capacity of at least two (2) tons per square foot.

Backfill must be placed symmetrically on each side of the structure in 6 to 8 inch lifts. Each lift shall be compacted to a minimum of 90 percent density per AASHTO T 180.

Construction loads that exceed highway load limits are not allowed on the structure without approval from the Engineer. Live load traffic is not allowed on the structure until the structure has been backfilled and paved.



Provide for temporary bypass of flow during all stages of construction for the drainage way. The method of temporary bypass flow shall be outlined in the ECIP and shall be approved by DNR.

**D Measurement**

The department will measure Aluminum Box Culvert (#) (size) (Station) as a lump sum 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	Aluminum Box Culvert #23 (13.6-feet x 4.6-feet x 76.5-feet) Station 25+02	LS
SPV.0105.02	Aluminum Box Culvert #23 (13.6-feet x 4.6-feet x 76.5-feet) Station 47+18	LS
SPV.0105.03	Aluminum Box Culvert #34 (16.0-feet x 4.3-feet x 90.0-feet) Station 101+79	LS
SPV.0105.04	Aluminum Box Culvert #16 (11.9-feet x 3.6-feet x 85.5-feet) Station 126+75	LS
SPV.0105.05	Aluminum Box Culvert #69 (23.0-feet x 6.1-feet x 90.0-feet) Station 140+25	LS
SPV.0105.06	Aluminum Box Culvert #55 (20.6-feet x 5.3-feet x 85.5-feet) Station 699+07	LS

Payment is full compensation for all furnishing, hauling, assembling, and placing all materials, including the aluminum box culvert, headwalls, corner and wing panels, and cutoff walls; for all excavation, bedding and backfill; for temporary bypass of flow, including temporary culvert pipes, sand bags, polyethylene sheeting, anchors, select crushed material, pumping, and any necessary removals; for any sedimentation device; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

**18. Tensar Triax TX160 Geogrid, Item SPV.0180.01.**

**A Description**

This special provision describes furnishing and installing geogrids for subgrade stabilization reinforcement in accordance with the plans and specifications.

## B Materials

An approved source of geogrid is The Tensar Corporation, Morrow, GA or their designated representative. Provide a polymeric grid formed by a regular network of integrally connected, multi-directional tensile elements of appropriate orientation, size and shape with triangular apertures of appropriate size and shape to allow interlocking with surrounding soil, rock, or earth to function primarily as reinforcement. The polymer will consist of polypropylene. The grid will maintain dimensional stability during handling, placing, and installation. The geogrid will be insect, rodent, mildew, and rot resistant. Minimum geogrid width is 9.80 feet.

The geogrid will comply with the following physical properties:

<b>Tensar Triax TX160 Geogrid</b>				
<b>Index Properties</b>	<b>Longitudinal</b>	<b>Diagonal</b>	<b>Transverse</b>	<b>General</b>
Rib pitch, mm (in)	40 (1.60)	40 (1.60)	-	
Mid-rib depth, mm (in)	-	1.8 (0.07)	1.5 (0.06)	
Mid-rib width, mm (in)	-	1.1 (0.04)	1.3 (0.05)	
Nodal thickness, mm (in)				3.1 (0.12)
Rib shape				rectangular
Aperture shape				triangular
Rib Aspect Ratio (height: width)				> 1.0
<b>Structural Integrity</b>				
Junction efficiency, <sup>(1)</sup> %				93
Aperture stability, <sup>(2)</sup> kg-cm/deg @ 5.0kg-cm				3.6
Radial stiffness at low strain, <sup>(3)</sup> kN/m @ 0.5% strain				300
Radial stiffness at low strain, <sup>(3)</sup> (lb/ft @ 0.5% strain)				20,580
<b>Durability</b>				
Resistance to chemical degradation <sup>(4)</sup>				100%
Resistance to ultra-violet light and weathering <sup>(5)</sup>				100%

### Notes:

1. Load transfer capability determined in accordance with GRI-GG2-87 and GRI-GG1-87 and expressed as a percentage of ultimate tensile strength.

2. In-plane torsional rigidity measured by applying a moment to the central junction of a 225mm x 225mm specimen restrained at its perimeter in accordance with U.S. Army Corps of Engineers Methodology for Measurement of Torsional Rigidity, (Kinney, T.C. Aperture stability Modulus ref 3, 3-1-2000).
3. Radial stiffness is determined from tensile stiffness measured in any in-plane axis from testing in accordance with the scope of ISO 10319:1996.
4. Resistance to loss of load capacity when subjected to chemically aggressive environments in accordance with testing to ISO12960 as part of a durability assessment in accordance with ISO13434:1999 7.3
5. Resistance to loss of load capacity when subjected to ultra-violet light and weathering in accordance with testing to EN12224 as part of a durability assessment in accordance with ISO13434:1999 7.2
6. All dimensions and values are typical unless otherwise stated.

Deliver a sample of the geogrid material to the engineer at least 10 days prior to its incorporation into the work. At the same time, furnish a manufacturer's Certified Report of Test or Analysis that verifies that the geogrid delivered for use on the work meets the above requirements. Samples of geogrid for test purposes will be obtained from the job site for each 10,000 square yards or portions thereof used on the contract.

### **C Construction**

Install geogrid in accordance with the installation guidelines provided by the manufacturer or as directed by the Engineer.

Prior to placement of the geogrid, bring the indicated placement surface to the required lines and grades, and dimensions as shown on the plans or as directed by the Engineer. Smooth and shape the surface to eliminate any rocks, clods, roots, or other items that may cause damage to the geogrid during placement. Place geogrid on the prepared surface at the locations and to the limits as shown on the plans or as directed by the Engineer. After placement, pull taut and secure with clips, staples, or other devices to prevent movement or displacement. Place parallel strips of geogrid with a minimum overlap of six (6) inches. Lap butt joints between roll ends a minimum of twelve (12) inches. Fasten all lapped sections together by the use of ties, straps, clips or other devices to develop a secure joint that meets the approval of the Engineer. No vehicles or construction equipment are permitted to operate directly on the grid.

Cover small rips, tears, or defects in the geogrid with an additional section of geogrid, secured in place so as to overlap the damaged area by at least 3 feet in all directions. Remove and replace geogrid sections with large rips, tears, defects, or other damage at the direction of the engineer. All costs to repair or replace damaged or defective geogrid are the responsibility of the contractor.

After placement, cover the geogrid to the indicated depth with the type of material required on the plans or in the Special Provisions. Place, spread, and compact this material according to the applicable sections of the standard specifications or Special Provisions except that the initial lift of material placed on the geogrid must be at least 9 inches. Conduct the placing, spreading, and compaction operations so that the geogrid is not displaced or damaged. Fill materials are to be carefully end dumped and pushed onto the geogrid with a wide-tracked dozer. Unless otherwise directed by the engineer, place lifts and spread by expanding outward from the center line of the fill. The engineer may require changes in equipment and/or operations to prevent damage or displacement of the geogrid.

**D Measurement**

The department will measure Tensar Triax TX160 Geogrid by the square yard of surface area upon which the geogrid has been placed and accepted.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Tensar Triax TX160 Geogrid	SY

Payment is full compensation for preparing the surface, furnishing, transporting, and installing the geogrid; for furnishing and installing all devices and materials necessary to join or secure the geogrid in place; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.