

### **Sample Special Provision**

When the County or other local unit of government is furnishing materials under a LFA agreement the following should be included in the special provisions under the type of work being performed such as Traffic Signals, Lighting, Signing, Storm Sewer, Base Aggregate Dense, etc.

#### Traffic Signals

A. Description. The work under this agreement shall consist of furnishing all and installing all required materials to complete the traffic signals in accordance with the plans and these special provisions.

B. Materials. All materials furnished shall be materials normally used for traffic signal installations by the City and obtained through a competitive purchasing process.

Additional requirements may be added as necessary depending on the type of work  
(Example: Base Aggregate Gradation).

**Special Provisions**

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## SPECIAL PROVISIONS

### *General.*

Perform the work under this construction agreement for Project 9362-03-70, CTH C, Langlade County Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction 2003 Edition, the Supplemental Specifications 2004 Edition, and these special provisions including the Additional Special Provisions (ASP's). The department considers only standard specifications, supplemental specifications, and interim supplemental specifications issued directly from the department as valid for this agreement.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

(100504)

### *Scope of Work.*

The work under this agreement shall consist of base aggregate dense, HMA paving, and pavement marking and all incidental items necessary to complete the work as shown on the plans and included in the proposal and agreement.

(041293)

### *Prosecution and Progress.*

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

(110303)

### *Traffic.*

CTH C will be closed to through traffic during construction operations under this agreement. Langlade County will provide and maintain a detour and detour signing. The road will remain open to local traffic and emergency vehicles.

### *Utilities*

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

(111095)

Wisconsin Public Service (WPS) owns overhead facilities along the south side of the roadway. Any required adjustment will be completed prior to the start of construction.

## **6. QMP, Base Courses** (Insert STSP 301-010)

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## REQUIRED NONDISCRIMINATION PROVISIONS FEDERAL-AID CONTRACTS

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

- 1) Compliance with regulations: The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally-assigned programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they be amended from time to time, (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.
- 3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color or national origin.
- 4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Division or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS or directives. Were any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the State Highway Division, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, the State Highway Division shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- 6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) and (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the State Highway Division or the Federal Highway Administration any direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State Highway Division to enter into such litigation to protect the interests of the State and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### **REQUIRED BUY AMERICA PROVISIONS**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

### **RECORDS RETENTION**

Contractors and subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State, Federal Highway Administration or any authorized representatives of the Federal Government, and copies thereof shall be furnished, if requested.