

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 3

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Juneau	5020-05-71	WISC 2013 073	STH 58/82 Redesignation, Mauston STH 82 East to USH 12	STH 58

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due  Date: April 9, 2013 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time  November 1, 2013	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal  5 %	This contract is exempt from federal oversight.

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

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

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

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

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

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

Notary Seal

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

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

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

## For Department Use Only

Type of Work  Grading, base aggregate, storm sewer, water services, concrete pavement, milling, HMA pavement, concrete curb and gutter, concrete sidewalk, retaining wall, permanent signing, pavement marking, street lighting, and a roundabout.	Date Guaranty Returned
Notice of Award Dated	

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### **Preparing the Proposal Schedule of Items**

#### **A General**

- (1) Obtain bidding proposals as specified in **section 102** of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
  1. Electronic bid on the internet.
  2. Electronic bid on a printout with accompanying diskette or CD ROM.
  3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm>. The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (\*.ebs or \*.00x) is used to submit the final bid.
- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](http://www.bidx.com) web site or by contacting:

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm> or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

#### **B Submitting Electronic Bids**

##### **B.1 On the Internet**

- (1) Do the following before submitting the bid:
  1. Have a properly executed annual bid bond on file with the department.
  2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in **102.6** and **102.9** of the standard specifications, submit the proposal on the internet as follows:

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at <http://www.dot.wisconsin.gov/business/engrserve/bid-letting-information.htm>. Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name**

**BN00**

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

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

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

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





# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



**FEBRUARY 1999**

**LIST OF SUBCONTRACTORS**

Section 66.29(7), Wisconsin Statutes, provides that a bidder, as a part of his proposal, shall submit a list of the subcontractors he proposes to contract with and the class of work to be performed by each, provided that to qualify for such listing each subcontractor must first submit his bid in writing to the general contractor at least 48 hours prior to the time of bid closing. It further provides that a proposal of a bidder shall not be invalid if any subcontractor, and the class of work to be performed by such subcontractor, has been omitted from a proposal.

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

<b>Name of Subcontractor</b>	<b>Class of Work</b>	<b>Estimated Value</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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



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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 5020-05-71, STH 58/82 Redesignation, Mauston, STH 58/82 East to USH 12, STH 58, Juneau 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, 2013 Edition, as published by the department, and these special provisions.

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

100-005 (20120615)

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

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

104-005 (20090901)

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

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

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

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

Notify Andy Winga, Southwest Region Traffic unit, at (608) 785-9061 a minimum of 21 days in advance of the schedule start date to coordinate delivery and installation of portable changeable message (PCMS) boards.

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

The schedule of operations shall conform to the construction staging as shown in the construction staging plans, unless the engineer approves modifications to the schedule in writing. The below outlined construction staging schedule is not intended to dictate contractor means and methods, but is intended to be a guide for completion of the work using the staging and traffic control shown in the plans. Notify the engineer, in writing, of any proposed modifications to the proposed schedule.

### **Grayside Avenue and Union Street (Division Street to Lacrosse Street)**

Close Grayside Avenue/Union Street from Division Street to Lacrosse Street in accordance to the plan details. Complete work on this section prior to the start of Stage 4 of the Grayside Avenue and Division Street intersection staging, listed below and shown on the plans.

### **Grayside Avenue and Division Street Intersection**

#### **Stage 1a**

- Complete STH 82 detour signing and required traffic control prior to closure of Grayside Avenue between Elmberta Street and Division Street. The detour shall not be utilized until after the school year has ended. Coordinate with the School District of Mauston.
- Remove existing curb and gutter and sidewalk and construct temporary pavement on the west side of Division Street.
- Construct crosswalks required as part of the sidewalk detour.
- Complete underground work on east side of Division Street, through the roundabout.
- Construct concrete pavement along the east half of the roundabout. Exact location of concrete pavement is dependent on “Concrete Pavement Joint Layout.”
- Construct temporary pavement at the east side of Division Street prior to engaging Stage 1b traffic control. Elevations of temporary pavement must be lower than the edge of pavement elevations being constructed during Stage 1b, to allow for drainage during upcoming stages.
- Install safety fence along the east side of Division Street from Genevieve Street to Division Street. Close northbound sidewalk on Division Street at Grayside Avenue.

#### **Stage 1b**

- Complete underground work and construct the northbound travel lane of Division Street from the beginning of project to the concrete pavement placed during Stage 1a. Flagging operations may be required.
- Place temporary pavement between northbound travel lane and temporary widening installed during Stage 1a, as detailed in the plan.

**Stage 1c**

- Construct the southbound travel lane and auxiliary lane of Division Street from the beginning of project to Grayside Avenue.
- Stage construction at the residential driveways at Station 501+46 LT and Station 503+78 LT to provide access at all times.
- Construct the northbound through travel lane in the roundabout.
- Complete underground work and construct curb and gutter on the east side of Division Street, north of Grayside Avenue.
- Place temporary pavement along the new pavement necessary for Stage 2, as detailed in the plan.

**Stage 2**

- Construct the northbound auxiliary lane of Division Street from the beginning of project to the roundabout.
- Construct the Genevieve Street intersection. Stage the intersection work to provide access to residents at all times.
- Construct the south approach splitter island, truck apron and center island of the roundabout. Flagging operations may be required.
- Place temporary pavement along new pavement necessary for Stage 3, as detailed in the plan.

**Stage 3**

- Construct the remaining northbound auxiliary lane of Division Street and curb and gutter.
- Construct the remaining splitter islands of the roundabout.
- Complete all remaining roadwork, including final pavement markings and permanent signing, on the east, south, and west approaches of the intersection.

**Stage 4**

- Complete underground work and construct the north approach of Division Street, including final pavement markings and permanent signing.
- Mill and Overlay Division Street from Elmberta Street to Maine Street. Flagging operations may be required.
- Complete all restoration to terraces and disturbed areas.

Do not switch traffic over to the next construction stage until all signing, pavement marking, reflectors, tubular marker posts, and traffic control drums for the stage are in place, and conflicting pavement markings and signs are removed as shown in the traffic control section of the plans and as directed by the engineer. Allowable exceptions to this specification are crossover and intersection areas where traffic control cannot be placed until the switch is made.

Northbound and southbound traffic on Division Street must remain open during the Juneau County Fair, which is scheduled from August 14, 2013 to August 18, 2013.

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

Hold prosecution and progress meetings once per week. The prime contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks shall provide a written schedule of the next week(s)' operations. The written schedule shall include begin and end dates of specific prime and subcontractor work operations. Invite city of Mauston representatives to attend the prosecution and progress meetings, including area EMS services. Agenda items at the meeting shall include review of the contractor's schedule and subcontractors' schedule, traffic control staging, and evaluation of progress and pay items. Review plans, schedule and specifications for upcoming work at this meeting.

Maintain access to properties and a minimum of two way traffic within the project limits, including Grayside Avenue and Union Street, for property owners and emergency vehicles and personnel. Notify the city of Mauston fire and police departments of any work operation that may limit the accessibility for emergency vehicles.

Provide pedestrian access to residents, including those on both sides of Union Street between Vine Street and Milwaukee Street, at all times. Maintain sidewalk on the south side of Milwaukee Street to Union Street until construction of new sidewalk begins. Sidewalk reconstruction near Milwaukee Street will require temporary crosswalks and staging for pedestrians.

Place select crushed material or base aggregate dense on the same day as excavation. Provide a temporary 3:1 or flatter sloped wedge in areas that will have greater than a six-inch drop for more than three calendar days. At the end of each day, place base aggregate dense to provide a ramp to the entrances.

Maintain access to businesses within the corridor. Some businesses have multiple driveways and side or back street accesses that are within the project limits. Do not close driveways or the side or back street entrances without providing access to their other driveway(s).

The city of Mauston will remove the existing trash receptacles and park signs from the project area prior to construction. Notify Rob Nelson (608) 847-4070 two weeks prior to the start of construction to schedule the removal of these items.

Coordinate with the city of Mauston to provide access for garbage collection. Contract Rob Nelson (608) 847-4070.

The contractor is advised to mobilize construction equipment that is a size suitable for maneuvering in the limited area throughout the project. There are many movement limitations both horizontally and vertically in the project limits (trees, overhead wires,

poles, etc). The contractor shall be responsible for any damage done to objects inside the project limits.

Minimize the amount of dust created from construction. During construction operations, if aggregate, slurry from saw cutting, or other construction materials are in the travel way, the contractor shall immediately clean up the area.

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

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

Temporary lane closures and/or short term halting of traffic at Division Street will require flaggers and will not occur between the hours of 7:00AM to 9:00 AM and 3:00 PM to 6:00 PM. All traffic control items and flaggers for any temporary lane closure for construction and delivery of materials shall be included in the bid item "Traffic Control", under this contract.

The contractor may work on weeknights for work from 10:00 PM to 7:00 AM, with written approval by the city of Mauston and engineer.

The centerline median at the railroad crossing shall not be installed nor should the existing pavement be removed from the east approach of Milwaukee Street until substantial completion of the Vine Street intersection.

Do not close Genevieve Street and Hickory Street at the same time.

Contact the property owner at 427 South Union Street one week prior to the start of construction of that property's new concrete driveway.

The City of Mauston will install the street name signs, not shown in plan, for the project. Contact Rob Nelson (608) 847-4070 to arrange for installation prior to opening to traffic.

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

Accomplish the construction sequence, including the associated traffic control, as detailed in the plans as described below.

##### **Grayside Avenue and Union Street**

Close Grayside Avenue/Union Street from Division Street to Lacrosse Street in accordance to the plan details.



Provide vehicular and pedestrian access to the residences on both sides of Union Street, between Vine Street and Milwaukee Street.

### **Grayside Avenue and Division Street Intersection**

#### **Traffic - Stage 1a**

- Division Street: Maintain bi-directional traffic (one lane in each direction) on temporary pavement and existing southbound lanes.
- Grayside Avenue: East approach and west approach closed.

#### **Traffic - Stage 1b**

- Division Street: Maintain bi-directional traffic (one lane in each direction). Southbound traffic on temporary pavement and existing southbound lane. Northbound traffic on temporary pavement on east side of road.
- Grayside Avenue: East approach and west approach closed.

#### **Traffic - Stage 1c**

- Division Street: Maintain bi-directional traffic (one lane in each direction). Southbound traffic on new concrete pavement. Northbound traffic on temporary pavement on east side of road.
- Grayside Avenue: East approach and west approach closed.

#### **Traffic - Stage 2**

- Division Street: Maintain bi-directional traffic (one lane in each direction). Southbound and northbound traffic on new concrete pavement.
- Grayside Avenue: East approach and west approach closed.

#### **Traffic - Stage 3**

- Division Street: Maintain bi-directional traffic (one lane in each direction). Southbound and northbound traffic on new concrete pavement.
- Grayside Avenue: East approach and west approach closed.

#### **Traffic - Stage 4**

- Traffic to be controlled by single lane roundabout.
- The south approach of Division Street, east approach of Grayside Avenue, and west approach of Grayside Avenue open to traffic utilizing roundabout operations.
- The north approach of Division Street will be closed.

Place roadway and sidewalk signing and roadway temporary pavement marking as detailed on the plans and specials and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Traffic control for the next stage shall be completely in place by the end of the working day of a traffic switch. Cover or remove conflicting signs as necessary to avoid confusion.

Do not deliver or store materials and equipment within open travel lanes and open side roads during any stage. Temporary lane closures and/or halting of traffic within open roadways shall utilize flaggers and shall not occur between the hours of 7:00AM to 9:00 AM and 3:00 PM to 6:00 PM. All traffic control items and flaggers for any temporary lane closure required for short-term construction or for delivery of materials shall be included in the bid item "Traffic Control", under this contract.

Conduct operations in a manner that will cause the least interference to traffic and pedestrian movements as well as access with and adjacent to the construction activities. Coordinate with each business for the best time to construct driveways and sidewalks so as not to interrupt business operations during open hours, as indicated in the Prosecution and Progress.

Two temporary crosswalks shall be maintained between Division Street and Lacrosse Street for the duration of Grayside Avenue/Union Street closure: (1) crossing Grayside Avenue near the Hickory Street intersection and (2) crossing Union Street between Vine Street and Milwaukee Street. Exact locations of crosswalks will vary depending on construction progress. One short-term temporary crosswalk will be included near the Milwaukee Street intersection during new sidewalk construction. A sidewalk detour will be utilized for pedestrians during construction staging of the Grayside Avenue and Division Street intersection.

Maintain pedestrian crossings in accordance to the requirements of the Americans with Disabilities Act (ADA) at intersections as shown in the traffic control details or as directed by the engineer. Pedestrian walkways shall be surfaced with existing concrete, asphalt, or temporary asphalt surface and be free from mud, sand, and construction debris. Sections of the walkways that are disturbed or removed during construction shall be repaired with temporary Asphalt Sidewalk prior to reopening and final construction.

Safety fencing, or other engineer approved method, shall guide pedestrian corridors; barrels shall not be used for pedestrian corridors.

Use drums, barricades, flexible tubular markers, and safety fence to direct vehicular and pedestrian traffic in the work zone. Protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, and hydrants, with wedged material, drums, barricades, and safety fence as shown in the plans, special provisions or as directed by the engineer.

Do not store equipment, materials, or vehicles on adjacent side streets near the project limits. In addition, vehicles of contractor's employees, subcontractors, subcontractors' employees, vendors, etc. shall not be parked in Municipal Parking Lots.

## **5. Holiday Work Restrictions.**

Do not haul materials of any kind along or across any portion of the highway carrying STH 58 or STH 82, and do not utilize flagging operations or any traffic control that might impede the free flow of traffic in the open lanes during the following holiday periods:

- From noon Friday, May 24, 2013 to 6:00 AM Tuesday, May 28, 2013 for Memorial Day;
- From noon Wednesday, July 3, 2013, to 6:00 AM Monday, July 8, 2013 for Independence Day;
- From noon Friday, August 30, 2013 to 6:00 AM Tuesday, September 3, 2013 for Labor Day.

## **6. Utilities.**

This contract does not come under the provision of Administrative Rule Trans 220. 107-065 (20080501)

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. 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 facilities and maintain code clearances from overhead facilities at all times.

Utility companies will be abandoning some facilities in place after relocating facilities to avoid conflicts with the proposed work. Removal by the contractor of any abandoned facilities necessary to complete the proposed work, including plugging the remaining ends of the facility, is considered incidental to the contract.

Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work.

### **City of Mauston (sanitary sewer)**

The city of Mauston has underground sanitary sewer running throughout the project limits.

The city of Mauston contact for sanitary sewer work is:

Rob Nelson, DPW  
Phone: (608) 847-4070  
Email: [rnelson@Mauston.com](mailto:rnelson@Mauston.com)

Install new castings, replace adjustment, waterproof, and adjust existing sanitary sewer manholes as shown in the plans.

**City of Mauston (water)**

The city of Mauston has underground water facilities running throughout the project limits. There are isolated areas of conflict. Replace water main and lateral facilities within the project limits in isolated locations under this contract as shown in the plans. Adjust water valves, curb stops, and hydrants as indicated on the plans. The city of Mauston contact for water utility work is:

Rob Nelson, DPW  
Phone: (608) 847-4070  
Email: [rnelson@Mauston.com](mailto:rnelson@Mauston.com)

**Frontier Communications of WI (Communication/ Telephone)****Union Street**

Frontier Communications maintains an overhead communication line along the west side of Union Street and aerial service crossings from Vine Street to Milwaukee Street. The overhead communication line crosses to the east side Union Street at Station 158+60 and then crosses back to the west at Station 159+70. Frontier facilities are located on Alliant Energy utility poles. Alliant Energy will be moving the existing utility pole at Station 159+48 RT to avoid conflicts with new sidewalk.

Frontier Communications maintains an overhead communication line along the west side of Union Street and aerial service crossings from north of the railroad crossing to Washington Street. Frontier facilities are located on both Alliant Energy and American Transmission Company utility poles. These facilities are not anticipated to conflict with construction.

Frontier Communications maintains an overhead communication line along the east side of Union Street and aerial service crossings from Washington Street to the end of the project limits. Frontier facilities are located on both Alliant Energy and American Transmission Company utility poles. These facilities are not anticipated to conflict with construction.

**Grayside Avenue**

Frontier Communications has overhead communications lines on the north side of Grayside Avenue from Division Street to an aerial crossing Grayside Avenue to the south near Station 141+40. Frontier Communication will move the overhead communication line from Station 139+00 to Station 141+40 outside the project limits prior to the start of construction. The aerial crossing at Station 141+40 will be removed prior to construction.

**Division Street**

Frontier Communications maintains a buried conduit duct package encased in a slurry mixture and manholes on the west side of Division Street.

According to Frontier Communications, the buried conduit duct package encased in a slurry mixture is approximately 40-inches below the existing grade. In the area from Station 508+50 to Station 509+68, their facilities will be in close proximity to the limits

of the excavation for the select crushed material. No extra payment will be made for working around these facilities. The contractor will be responsible for any damage to these utilities.

Frontier Communications maintains an overhead communication line along the west side of Division Street and aerial service crossings along the entire length of Division Street. Frontier facilities are located on Alliant Energy utility poles. Frontier Communications will remove the overhead communication line from Station 504+50 LT to Station 509+68 LT and directionally bore a new underground communication line at a depth of approximately 6-feet. The directional boring will be completed prior to the start of construction.

Frontier Communications will shift and adjust the manhole casting location at Station 505+90 LT during construction. Notify Frontier Communications 10 working days prior to placement of base aggregate. Frontier Communications will require five working days to complete the adjustment.

The contacts for Frontier Communications are:

Brian Van Ooyen  
Phone: (608) 837-1151  
Cell Phone: (608) 509-1151

Jerry Moore  
Phone: (608) 742-9507  
Email: [jerald.r.moore@ftr.com](mailto:jerald.r.moore@ftr.com)

Frontier Communications Work Order: #MSTN-2326396

**Alliant Energy (electric)**

24 hour emergency contact number: (800)-862-6261

Alliant Energy maintains street lighting along Grayside Avenue and Union Street. Alliant Energy will stage removal of the street lights to maintain lighting within the project during construction at all times. Notify Alliant Energy three working days ahead of when each street light removal is possible. Alliant Energy will require one working day to complete each removal. Coordinate work to minimize the number of removal operations, as much as possible.

Live electric facilities for will remain throughout the project limits during construction.

**Grayside Avenue**

Alliant Energy maintains buried electric service on the north side of Grayside Avenue from Division Street to Union Street.

**Union Street**

Alliant Energy maintains an overhead electric line and utilities poles along the east and west side of Union Street and aerial crossings along the entire length of Union Street from Vine Street to the end of the project limits. Alliant Energy facilities are located on both Alliant Energy and American Transmission Company utility poles.

**Division Street**

Alliant Energy maintains an overhead electric line along the west side of Division Street and aerial service crossings along the entire length of Division Street.

**Proposed Work**

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

- Remove the existing utility poles at Station 505+72 LT, Station 506+65 LT, and Station 507+90 LT. Move the existing utility pole from Station 508+90 LT to Station 509+15 LT. Replace the existing overhead electric line with an underground electric line from Station 504+65 LT to Station 509+15 LT.
- Remove the existing utility poles and overhead service at Station 140+30 LT and Station 140+40 LT.
- Install a 4-inch underground electric service line crossing Grayside Avenue at Station 141+50.
- Remove the existing utility pole and overhead service at Station 141+50 RT.
- Abandon the existing underground electric line from Station 140+35 LT to Station 148+00 LT.
- Install 4-inch underground electric line from Station 148+00 RT to Station 150+00 RT, behind the existing curb and gutter.
- Install 4-inch underground electric line from Station 150+00 RT to Station 153+25 RT, under the new sidewalk.
- Move the existing utility pole at Station 159+48 RT to avoid conflict with new sidewalk.
- Move the existing utility pole at Station 501+70 RT and Station 503+70 RT to avoid conflicts with temporary widening along Division Street.

Alliant Energy will provide electric service for the street lights installed under this project. Coordinate with Chris Wilhelm of Alliant Energy as required.

Alliant Energy Contact:  
Chris Wilhelm  
Phone: (608) 356-0608,  
Cell: (608) 963-3168  
Email: [chriswilhelm@alliantenergy.com](mailto:chriswilhelm@alliantenergy.com)

**Alliant Energy (gas)**

24 hour emergency contact number: (800) 862-6263

Alliant Energy maintains natural gas distribution mains within the project limits. Utility Line Openings (ULO's) are called out where storm sewer crosses or concrete bases are near existing gas main. Perform ULO's promptly to allow time for adjustment of the gas main, if necessary. If adjustments are required, notify Alliant three working days prior to having the worksite available for Alliant Energy to complete adjustments. Alliant Energy will require one working day to complete each adjustment once pavement and/or surface cover is

removed by the contractor and the area is available for Alliant to complete the required work.

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

Contact Alliant Energy for verification of abandoned facilities as the contractor operations expose them during construction.

Alliant Energy has indicated their buried facilities exist approximately 30-inches to 36-inches below the existing grade. In the area from Station 137+00 to Station 142+00 and Station 508+50 to Station 509+68, their facilities will be inside or in close proximity to the limits of the excavation for the select crushed material. No extra payment will be made for working around these facilities. The contractor will be responsible for any damage to these facilities.

### **Grayside Avenue**

Alliant Energy has buried gas along the north side of Grayside Avenue from Maple Street to Division Street with buried service crossings. Alliant Energy has a buried 4-inch high pressure main along south side of Grayside Avenue from Maple Street to a junction box at the southwest corner of Grayside Avenue and Division Street, continuing south of Division Street.

Alliant Energy has buried gas along the south side of Grayside Avenue from Division Street to Hickory Street.

### **Union Street**

"Digger's Hotline" documented a buried gas main on the west side of Union Street from Grayside Avenue to Vine Street from Station 148+00 RT to Station 153+75 LT. Alliant Energy does not have record of this gas line which could mean this facility is abandoned. Use caution when excavating in this area.

Alliant Energy has buried gas along the west side of Union Street from Vine Street to the end of the project limits with buried service crossings.

### **Division Street**

Alliant Energy has buried gas along the west side of Division Street from the beginning of the construction limits to Maine Street with buried service crossings.

Alliant Energy has a buried 4-inch high pressure main along west side of Division Street from the beginning of the construction limits to a junction box at the southwest corner of Grayside Avenue and Division Street, continuing west on Grayside Avenue.

### **Proposed Work**

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

- Abandon the existing 4-inch high pressure steel gas main from Station 505+25 LT to Station 506+80 LT, at the southwest corner of Division Street and Grayside Avenue.
- Install 150 feet of 4-inch steel gas main from Station 505+25 LT to Station 506+80, under the new 8-foot sidewalk at the southwest corner of Division Street and Grayside Avenue.
- Abandon the existing 2-inch plastic gas main from Station 505+00 LT to Station 508+00 LT,
- Abandon the existing 2-inch plastic gas main from Station 138+25 LT to Station 139+15 LT.
- Install a new 2-inch plastic gas main crossing at Station 138+15. Install 170 feet of 2-inch plastic gas main from Station 505+25 LT to Station 506+80 LT, under the new 8-foot sidewalk at the southwest corner of Division Street and Grayside Avenue.
- Abandon the existing service gas main for 100 Grayside Avenue and install a ½-Inch plastic service gas main at Station 138+15 LT.
- Abandon the existing 2-inch steel gas main from Station 139+15 RT to Station 142+00 RT.

The following work will be completed by Alliant Energy during construction. Notify Alliant Energy three working days prior to having worksite available for Alliant Energy to complete the required work:

- Laterally adjust the ½-inch plastic service gas main at Station 157+78 RT as required due to concrete base installation. Alliant Energy will require one working day to complete the adjustments.
- Laterally adjust the 2-inch steel gas main at Station 159+15 LT as required due to storm sewer structure installation. Alliant Energy will require one working day to complete the adjustments.
- Laterally adjust the 4-inch plastic gas main at Station 161+16 LT as required due to concrete base installation. Alliant Energy will require one working day to complete the adjustments.
- Laterally adjust the 4-inch plastic gas main at Station 162+36 LT as required due to storm sewer pipe installation. Alliant Energy will require one working day to complete the adjustments.
- Laterally adjust the 4-inch plastic gas main at Station 163+17 LT as required due to concrete base installation. Alliant Energy will require one working day to complete the adjustments.
- Laterally adjust the 4-inch plastic gas main at Station 163+28 LT as required due to storm sewer pipe and storm sewer structure installation. Alliant Energy will require one working day to complete the adjustments.
- Laterally adjust the 4-inch plastic gas main at Station 164+48 LT as required due to storm sewer structure installation. Alliant Energy will require one working day to complete the adjustments.
- Laterally adjust the 4-inch plastic gas main at Station 166+12 LT as required due to storm sewer structure installation. Alliant Energy will require one working day to complete the adjustments.



- Laterally adjust the ½-inch plastic service gas main at Station 166+89 RT as required due to storm sewer pipe installation. Alliant Energy will require one working day to complete the adjustments.

Alliant Energy Contact:

Chris Wilhelm

Phone: (608) 356-0608

Cell: (608) 963-3168)

Email: [chriswilhelm@alliantenergy.com](mailto:chriswilhelm@alliantenergy.com)

## **Mediacom LLC (Telecommunications)**

### **Union Street**

Mediacom maintains an overhead communication line along the west side of Union Street and aerial service crossings from Vine Street to Milwaukee Street. The overhead communication line crosses to the east side Union Street at Station 158+60 and then crosses back to the west at Station 159+70. Mediacom facilities are located on Alliant Energy utility poles. Alliant Energy will be moving the existing utility pole at Station 159+48 RT to avoid conflicts with new sidewalk.

Mediacom maintains an overhead cable and fiber line along the east side of Union Street and aerial service crossings from Washington Street to the end of the project limits. Mediacom facilities are located on both Alliant Energy and American Transmission Company utility poles. These facilities are not anticipated to conflict with construction.

### **Division Street**

Mediacom maintains an overhead cable and fiber line along the west side of Division Street and aerial service crossings along the entire length of Division Street. Mediacom facilities are located on Alliant utility poles. Mediacom will remove the overhead communication line from Station 504+65 LT to Station 509+15 LT and directionally bore three 1 ½-Inch underground communication lines at a depth of approximately 4-feet. The directional boring will be completed prior to the start of construction.

Mediacom Contact:

Tim Orcutt

Phone: (515) 249-5848

Email: [torcutt@mediacomcc.com](mailto:torcutt@mediacomcc.com)

## **American Transmission Company LLC (ATC)**

### **Union Street**

American Transmission Company LLC (ATC) maintains an overhead electric transmission line (69,000 Volts) that begins on the west side of Union Street at the Washington Street intersection and then crosses over Union Street near Station 163+80. The overhead electric transmission line continues north on the east side of Union Street to the end of the project limits. No conflicts are anticipated.

Contact Doug Vosberg, of ATC, at least one week prior to any excavation activities greater than 24 inches deep and within five feet of ATC structures near Station 163+17. ATC will determine if a pole-hold or inspection is necessary.

American Transmission Company Contact:

Doug Vosberg

Phone: (608) 438-7650

Email: [dvosberg@atcllc.com](mailto:dvosberg@atcllc.com)

Michael Olson

Phone: (920) 338-6582

Email: [molsen@atcllc.com](mailto:molsen@atcllc.com)

### **Level 3 Communications LLC**

Level 3 has an underground fiber optic line that runs parallel to the Soo Line Railroad Company (d/b/a Canadian Pacific Railway) corridor at both the Division Street and Union Street crossings. No conflicts are anticipated. Coordination only necessary if conflict is determined during construction.

Level 3 Contact:

Trevor Peevey

Phone: (512) 742-3805

Email: [Level3.NetworkRelocations@Level3.com](mailto:Level3.NetworkRelocations@Level3.com)

## **7. Hauling Restrictions.**

At all times, conduct operations in a manner that will cause a minimum of inconvenience to the free flow of traffic on roadways carrying STH 58 and STH 82 traffic.

Use only city of Mauston designated truck routes for material haul roads. Haul roads are detailed in standard spec 618. Contact Rob Nelson, City of Mauston, (608) 847-4070, for information on the City of Mauston designated truck routes.

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

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

105-001 (20061009)

## **9. General Requirements for Sanitary Sewer and Water.**

Perform work in accordance to these provisions, the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction and the "City of Mauston Standard Sewer and Water Specifications for WisDOT Let Projects, July 2012". In the event of a conflict, the Wisconsin Department of Transportation Standard Specifications will take precedence.

An emailed electronic copy of the “City of Mauston Standard Sewer and Water Specifications for WisDOT Let Projects, July 2012” may be obtained from the city of Mauston’s project representative, Raine Gardner, MSA Professional Services at (608) 355-8913 or [rgardner@msa-ps.com](mailto:rgardner@msa-ps.com). A copy of these specifications is also available for viewing during normal business hours at the City of Mauston public works office at 1260 North Road in Mauston, Wisconsin (phone ahead: (608) 847-4070).

## **10. Dust Abatement.**

*Supplement standard spec 104.6.1 with the following:*

Dry brooming of the pavement will not be allowed.

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

## **11. Erosion Control.**

*Supplement standard spec 107.20 with the following:*

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

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

## **12. Dewatering.**

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

Use the Wisconsin Department of Natural Resources Technical Standard on Dewatering (standard number 1061) as found on their website at <http://www.dnr.wi.gov/runoff/stormwater/techstds.htm> for the appropriate best management practice and proper application and sizing of such practice. As part of the Erosion Control Implementation Plan (ECIP) submittal, supply all pertinent information and calculations used to determine the best management practice for dewatering at each

location it is required. Prior to construction, obtain approval from the engineer for the proposed method of treatment including supporting calculations.

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

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

### **13. Public Convenience and Safety.**

*Revise standard spec 107.8 (4) as follows:*

Notify the following organizations and departments at least 48 hours before road closures, traffic lane switches or detours are put into effect:

- Wisconsin State Patrol
- Mauston Area Ambulance Service
- Mauston School District
- Mauston Fire and Rescue
- Mauston Police
- Mauston Post Office
- City of Mauston
- Juneau County Sheriff's Department
- Juneau County Highway Department
- Juneau County Dispatch
- Mile Bluff Medical Center

Notifications must be given by 4:00 PM on Thursday for any road closures or detours to be completed on the following Monday.

The Juneau County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

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

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment between 10:00 PM and 7:00 AM, Monday through Friday, between 7:00 PM and 7:00 AM on Saturdays, unless prior written approval is obtained from the engineer. The contractor may be able to work on Sundays between 7:00 AM to 7:00 PM, if approved by the engineer.

Concrete pours at building entrances and utility lateral connections can start at 6:00 AM if approved by the engineer.

The contractor may be able to work on weeknights from 10:00 PM to 7:00 AM, if approved by the engineer and written approval by the city of Mauston.

Operate motorized equipment in compliance with applicable regulations relating to noise levels permissible adjacent to the construction site. All motorized construction equipment shall be required to meet manufacturer's specifications or have equipment noise reducing systems. Maintain mufflers and exhaust systems in good operating condition, free from leaks and holes.

#### **14. Coordination with Businesses and Property Owners.**

Arrange and conduct a meeting between the department, local officials, property owners and business people weekly, to discuss the project schedule of operations including vehicular and pedestrian access during construction operations and traffic control stage changes. Provide the schedule for the next two weeks to the engineer for distribution to businesses and for posting on the city website. Hold the first meeting prior to the start of work under this contract.

#### **15. Railroad Insurance and Coordination.**

##### **A Description**

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company (d/b/a Canadian Pacific Railway) property and any existing tracks.

##### **A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Soo Line Railroad Company (d/b/a Canadian Pacific Railway.)

Notify evidence of the required coverage, and duration to J.H. Krieger at 612-904-6010 and 120 South 6th Street, Minneapolis, MN, 55402. Include the following information on the insurance document:

Project Id: 5020-05-71  
Route Name: Union Street, Juneau County  
Crossing ID: #390804M  
Railroad Subdivision: Tomah  
Railroad Milepost: 214.08

Project Id: 5020-05-71  
Route Name: Division Street, Juneau County  
Crossing ID: #390809W  
Railroad Subdivision: Tomah  
Railroad Milepost: 214.32

### **A.2 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor.

Crossing ID: #390804M

Installation of new active warning devices.

Installation of additional concrete panels to accommodate new sidewalks for pedestrians.

Crossing ID: #390809W

None

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

Contact Jim Krieger, Manager Public Works, 120 South 6th Street, Minneapolis, MN, 55402, TELEPHONE (612) 904-5994, FAX (612) 904-6010, jim\_krieger@cpr.ca, for consultation on railroad requirements during construction.

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

### **A.4 Temporary Grade Crossing**

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

### **A.5 Train Operation**

Approximately 2 passenger trains and 13 through freight trains operate daily through the construction site. Passenger trains operate at up to 70 mph. Through freight trains operate at up to 70 mph. In addition to through movements, there are switching movements at slower speeds.

## **16. Removing Concrete Sidewalk.**

*Supplement standard spec 204 with the following:*

Removal of the concrete sidewalk where buildings abut the right-of-way shall include performing a full depth sawcut approximately 1 foot from the buildings, or as close as possible to the buildings. Payment of the full depth sawcut will be paid for under the bid item Sawing Concrete. During the saw cutting and sidewalk removal, take extreme care to not damage the buildings. The contractor will be responsible for any damage to the buildings. Salvage rebars that extend into the sidewalk from the buildings, if any, and incorporate into the new sidewalk.

## **17. Removing Decorative Street Light, Item 204.9060.S.01.**

### **A Description**

This special provision describes removing decorative street light in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

Arrange for the de-energizing decorative street light with the local electrical utility after receiving approval from the engineer.

Notify Rob Nelson at the city of Mauston at (608) 847-4070 at least three working days prior to the removal of the decorative street light. Complete the removal work as soon as possible following shut down of this equipment.

Remove poles from their concrete base and disassemble out of traffic.

Deliver the decorative street light to the city of Mauston at 1260 North Road, Mauston, Wisconsin. Contact Rob Nelson at the city of Mauston at (608) 847-4070 at least five working days prior to delivery.

### **D Measurement**

The department will measure Removing Decorative Street Light by each individual removed street light unit, acceptably completed.

### **E Payment**

Supplement subsection 204.5 of the standard specifications to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Decorative Street Light	Each

Payment is full compensation for careful removal and delivery to the City of Mauston.

## **18. Removing Sign Cover, Item 204.9060.S.02.**

### **A Description**

This special provision describes removing sign covers in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

### **B (Vacant)**

### **C (Vacant)**

### **D Measurement**

The department will measure Removing Sign Cover by each individual removed sign cover, acceptably completed.

**E Payment**

Supplement subsection 204.5 of the standard specifications to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Sign Cover	Each

**19. Removing Chain Link Fence, Item 204.9090.S.01.****A Description**

This special provision describes removing chain link fence in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

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

Carefully remove the chain link fence in a manner to minimize damage to the fence, posts, and hardware. All existing chain link fence, post, and hardware removed that are not being reused as part of bid item "Fence Chain Link Salvaged 6-ft" shall be delivered to the city's Public Works Building at 1260 North Road, Mauston. Unload the chain link fence at a location directed by City of Mauston personnel. Prior to delivery, contact Rob Nelson at (608) 847-4070 to schedule delivery and to allow city personnel to inspect the fence and determine what is suitable to be delivered. Remove and dispose of any chain link fence, posts, and hardware the city does not want and all other material from the right-of-way.

Remove and dispose of any chain link fence post masonry base supports.

**D Measurement**

The department will measure Removing Chain Link Fence in length by the linear foot, acceptably completed.

**E Payment**

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Chain Link Fence	LF

Payment is full compensation for careful removal, and delivery to the city of Mauston, removal and disposal of unwanted fence components, including base supports and granular backfill for backfilling.

**20. Excavation Common.**

Frontier Communications has indicated that their buried conduit duct package encased in a slurry mixture is approximately 40-inches below the existing grade. In the area from 508+50 to Station 509+68, their facilities will be in close proximity to the limits of the excavation for the select crushed material. No extra payment will be made for working around these facilities. The contractor shall be responsible for any damage to these utilities.



Alliant Energy has indicated that their buried facilities approximately are 30-inches to 36-inches below the existing grade. In the area from Station 137+00 to Station 142+00 and Station 508+50 to Station 509+68, their facilities will be in close proximity to the limits of the excavation for the select crushed material. No extra payment will be made for working around these facilities. The contractor shall be responsible for any damage to these facilities.

## **21. QMP Base Aggregate.**

### **A Description**

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

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  1. Production and placement control and inspection.
  2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

<http://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:

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

- <sup>[1]</sup> If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
- <sup>[2]</sup> For 3-inch material, obtain samples at load-out.
- <sup>[3]</sup> If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
  4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

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

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:
  1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
  2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
  3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.

4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
5. Descriptions of stockpiling and hauling methods.
6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

## B.2 Personnel

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

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

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

### **B.6.2 Fracture**

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

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

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

## **B.7 Corrective Action**

### **B.7.1 General**

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

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

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 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.

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## **22. Base Aggregate Dense, 1 1/4 Inch.**

*Revise standard spec 305.2.2.1 as follows:*

Use 1 1/4-inch base aggregate that conforms to the following gradation requirements.

Percentage by weight passing

	<b>Percentage of Mass Passing</b>
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	2 - 12 <sup>[1], [3]</sup>

<sup>[1]</sup> Limited to a maximum of eight percent for base placed between old and new pavement.

<sup>[3]</sup> 3 - 10 percent passing when base is ≥ 50% crushed gravel

## **23. Concrete Driveway HES 7-Inch.**

Install the sidewalk and driveway apron portions of the concrete driveway at the same time.

## **24. Wall Modular Block Gravity, Item 532.0200.S.**

### **A Description**

This special provision describes designing, furnishing materials, and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years.

## **B Materials**

### **B.1 Proprietary Modular Block Gravity Wall Systems**

The department specifies approved modular block gravity wall products on the department's approved products list.

Proprietary wall systems may be used for this work, but must conform to the requirements of this specification and be pre-approved for use by the departments' Bureau of Structures, Structures Development Section. The name of the companies supplying pre-approved material shall be furnished within 25 days after the award of contract. The department maintains a list of pre-approved systems of retaining walls. To be eligible for use on this project, a system must have been pre-approved and added to that list prior to the bid opening date.

Applications for pre-approval may be submitted at any time. Applications must be prepared in accordance to the requirements of chapter 14 of the department's Bridge manual. Information and assistance with the pre-approval process can be obtained by contacting the Structures Development Section in Room 601 of the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

### **B.2 Design Requirements**

It is the responsibility of the contractor to supply a design and supporting documentation as required by this special provision for review by the department to show that the proposed wall design is in compliance with the design specifications. The following shall be submitted to the engineer for review and acceptance no later than 21 days before wall construction will begin.

The design/shop plans shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans and calculations shall be signed, sealed, and dated by a professional engineer licensed in the State of Wisconsin. Four copies of the shop drawings and two copies of the design calculations and supporting materials shall be submitted.

The design of the Modular Block Gravity Wall shall be in conformance to the latest edition of the AASHTO Standard Specifications for Highway Bridges including interim specifications, the standard specifications, and standard engineering design procedures as determined by the department. The design must include analyses that clearly show the factors of safety for overturning, sliding, and soil bearing stress. The width of the modular block from front face to back face of the wall shall be given in the design computations and shown on the wall shop drawings.

The minimum embedment to the bottom of the modular block shall be 1 foot 6 inches, or as specified in the plan.

### **B.3 Wall System Components**

Materials furnished under this contract shall conform to the requirements hereinafter provided.

#### **B.3.1 Backfill**

Wall Backfill, Type A, shall comply with the requirements for coarse aggregate No. 1 as given in standard spec 501.2.5.4. All backfill placed within a zone from the base of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

A layer of Geotextile Fabric Type "DF" (Schedule B) shall be placed vertically between the retained soil and the Type A backfill. The geotextile fabric shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the Type A backfill to the back of block wall facing.

#### **B.3.2 Wall Facing**

Provide wall facing units that consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that will develop a mechanical connection between vertical block layers. Units that are cracked, chipped or have other imperfections in accordance to ASTM C1372 or excessive efflorescence shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan, or chosen by the engineer.

The top course of facing units shall be a solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. A formed cast-in-place concrete cap may also be used to finish the wall. A cap of this type shall be designed to have texture, color, and an appearance that complements the remainder of the wall. The vertical dimension of the cap shall not be less than 3½ inches. Expansion joints shall be placed in the cap to correspond with each 24-inch change in vertical wall height or at a maximum spacing of 10 feet. Concrete for all cast-in-place caps shall be Grade A and shall conform to the requirements of standard spec 501.3.

Block dimensions may vary no more than  $\pm 1/8$  inch from the standard values published by the manufacturer, in accordance to ASTM C1372. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. Also the minimum allowed thickness of any other portion of the block is 2 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for modular blocks shall conform to the requirements of ASTM C1372 section 4.1 and 4.2. Modular blocks shall meet the following requirements:

<b>Test</b>	<b>Method</b>	<b>Requirement</b>
Compressive Strength (psi)	ASTM C140	5000 min.
Water Absorption (%)	ASTM C140	6 max.
Freeze-Thaw Loss (%)	ASTM C1262 <sup>(1)</sup>	
40 cycles, 5 of 5 samples		1.0 max. <sup>(2)</sup>
50 cycles, 4 of 5 samples		1.5 max. <sup>(2)</sup>

<sup>(1)</sup> Test shall be run using a 3% saline solution.

<sup>(2)</sup> Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of the certified blocks, furnish the engineer a certified test report from a department-approved independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducted the sampling and testing, the type of block, the date sampled, name of the person conducting the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. A lot shall not exceed 5000 blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at the contractor's expense.

A department-approved independent testing laboratory shall control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection. The representative of the independent testing laboratory shall identify five pallets of blocks by random numbers and shall then select one block from each of these pallets. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. The contractor shall remove all rejected blocks from the project at no expense to the department.

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not do freeze-thaw testing on blocks less than 45 days old. If a random sample of five blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), the contractor shall remove from the project site all blocks from the failed lot that have not been

installed in the finished work, at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

### **B.3.3 Leveling Pad**

For all walls over 5 feet tall measured from the top of the leveling pad to the top of the wall, the wall leveling pad shall consist of a poured concrete masonry pad made from Grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for class II concrete as specified in standard spec 716. The depth of the leveling pad shall be as shown on the plans or 6-inches minimum. The leveling pad shall be as wide as the blocks plus 6-inches. Six inches of leveling pad shall extend beyond the front face of the blocks. The bottom of the blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad. A concrete leveling pad shall be used for the entire length of the wall. All walls with a Structure Number assigned (such as R-XX-XXX) shall be built using the concrete leveling pad given above. The leveling pad shall step to follow the general slope of the ground line. The leveling pads steps shall keep the bottom of the wall within one block's thickness of the minimum embedment, i.e. minimum embedment plus up to the thickness of one block. Additional embedment may be detailed but will not be measured for payment.

On walls less than or equal to 5 feet in height without a wall number assigned, a compacted leveling pad made from base aggregate dense 1¼ inch as given in standard spec 305 may be used. The depth of the aggregate leveling pad shall be as shown on the plans or 12-inches minimum. The aggregate leveling pad shall be as wide as the blocks plus 12 inches with 12 inches of pad extending beyond the front face of the wall.

## **C Construction**

### **C.1 General**

Construct the modular block gravity wall in accordance to the manufacturer's instructions, at the locations and to the dimensions shown on the plan and as directed by the engineer. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the front face of the wall.

Place materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units.

Compact each layer of wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units. At no expense to the department, correct any such damage or misalignment as directed by the engineer.

Do not operate tracked or wheeled equipment within 3 feet of the back face of the blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

After construction of the wall, restore the surrounding area located above and below all precast block retaining wall sites to its original condition and to the finished details on the plans.

## **C.2 Geotechnical Information**

Geotechnical data to be used in the design of the wall is given on the wall plan. The allowable soil bearing capacity is given on the plan. After completion of excavation, the department's Regional Soils Engineer will inspect the site and determine if the foundation is adequate for the intended loads. Allow the region's Soils Engineer two working days to perform the inspection.

## **D Measurement**

The department will measure Wall Modular Block Gravity in area by the square foot of face on a vertical plane between the top of the leveling pad and a line indicating the top of wall including wall cap or copings as required and shown on the plans. Unless directed by the engineer, wall area constructed above or below these limits will not be measured for payment.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
532.0200.S	Wall Modular Block Gravity	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of surplus materials; supplying all necessary wall components to produce a functional system including cap and copings; constructing the retaining system; providing backfill, backfilling, and compacting the backfill; and furnishing and installing geotextile fabric. Parapets, railings, and other items above the wall cap or coping will be paid for separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively.  
532-030 (20120615)

## **25. Adjusting Manhole Covers.**

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

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove designated manhole covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, which shall remain in place until contract milling and paving operations permit setting the manhole frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

Revise standard spec 611.3.7 by deleting the last paragraph.

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

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

611-005 (20030820)

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

### **A Description**

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

### **B Materials**

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

### **C (Vacant)**

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

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

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

611-006 (20030820)

## **27. Storm Sewer General.**

All existing inlet, manhole, and catch basin covers that are not being adjusted and reused on the project shall be delivered to the city's Public Works Building at 1260 North Road, Mauston. Unload the frames and grates at a location directed by City of Mauston personnel. Prior to delivery, contact Rob Nelson at (608) 847-4070 to schedule delivery and to allow city personnel to inspect the castings and determine which are suitable to be delivered. Remove and dispose of any frames or grates the city does not want and all other material from the right-of-way.

Mortar used for storm sewer pipe connections and for adjusting storm manholes/structures shall be a high quality, preblended, air entrained mixture.

Construct catch basins, manholes, and inlets in accordance to standard spec 611 except as hereinafter modified:

Construct catch basins, manholes and inlets using only precast or cast in place concrete masonry options. Do not use the brick masonry or concrete brick or block masonry options. If using precast for item "Manhole Special 7-ft x 10-ft", verify all associated existing facilities and elevations prior to ordering structure.

All concrete structures without sumps shall include concrete flowlines, benches, and pipe connections. Flowlines shall be smooth and continuous between all connecting pipes. Benches shall rise to the springline of each connecting pipe. Pipe connections shall be hand formed and troweled smooth on the inside and outside of the structure.

Steps are required in all manholes and vaults where the depth exceeds 4-feet. Steps shall be embedded during casting or drilled and secured after casting. Locate steps in line with the access hatch/cover, and spaced 16-inches on center. Steps shall be professionally manufactured, plastic coated steel with non-slip tread and reflectorized end lugs.

## **28. Fence Safety, Item 616.0700.S.**

### **A Description**

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



## **B Materials**

Furnish notched conventional metal “T” or “U” shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1 inch min to 3 inch max
Resin/Construction:	High density polyethylene mesh
Service Temperature:	-60° F to 200° (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at Break (%):	Greater than 100% (ASTM D638)
Chemical Resistance:	Inert to most chemicals and acids

## **C Construction**

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

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

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

## **D Measurement**

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

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S.	Fence Safety	LF

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

616-030 (20070510)

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

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$200.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

632-005 (20070510)

The plant establishment period shall be one growing season as defined by standard spec 632.18.1.3.

### **30. Traffic Control.**

Designate a local individual available at all times including nights, weekends and holidays to be responsible for the maintenance of the local traffic access, emergency traffic, and traffic control repair. Provide the name and telephone number of this person to the engineer and to all parties that live or operate businesses within the project limits.

Do not deliver or store materials and equipment within open travel lanes and open side roads. Flaggers are required for temporary lane closures and/or halting of traffic within open roadways. Temporary lane closures and/or halting of traffic is not permitted between the weekday hours of 7:00AM to 9:00 AM and 3:00 PM to 6:00 or weekend days. All traffic control items and flaggers for any temporary lane closure for delivery of materials are included in the bid item "Traffic Control", under this contract.

Place roadway and sidewalk signing and roadway temporary pavement marking as detailed on the plans and specials and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Cover or remove conflicting signs and signals as necessary to avoid confusion. Provide sign sizes that do not block or interfere with pedestrian, vehicle, or bicycle traffic, or utilize open public parking spaces. Pedestrian access around traffic control signs shall meet ADA guidelines.

Notify Andy Winga, Southwest Region Traffic unit, at (608) 785-9061 a minimum of 21 days in advance of the scheduled start date to coordinate delivery and installation of portable changeable message (PCMS) boards. PCMS boards should be installed a minimum one week prior to the start of construction.

### **31. Traffic Control Flexible Tubular Marker Bases.**

*Modify standard spec 643.2.5.2 (1) as follows:*

Provide a surface mounted assembly that attaches to the pavement surface using an engineer approved clear adhesive that will not leave a mark on the finished pavement. Provide a base designed to hold the post securely using locking pins, or other devices, to withstand a series of direct wheel impacts with speeds up to 65 mph (105 km/h).

Adjust flexible tubular markers bases to avoid impacting private driveway accesses.

### **32. Install Conduit Into Existing Item, Item 652.0700.S.**

#### **A Description**

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, or other structure.

**B Materials**

Use Conduit Rigid Non-metallic Schedule 40 2-inch, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

**C Construction**

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for the entering conduit(s) at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

**D Measurement**

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	Each

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections. 652-070 (20100709)

**33. General Requirement for Electrical.**

The approved products list is located at:

<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>

**34. Seismograph, Item 999.1000.S.****A Description**

This special provision describes furnishing a seismograph and employing trained operators to continuously monitor building vibration.

**B Material**

Use seismographs that are in accordance to ILHR 7.63, and are continuous strip recorders supplied with all the accessories necessary for making seismographic observations.

### **C Construction**

Monitoring procedures shall be in accordance to ILHR 7.64 and the following: Take seismograph readings prior to construction activities to establish an ambient index.

Place the seismograph to continuously monitor all construction activities or as directed by the engineer. If construction activities generate ground vibration in excess of the Peak Particle Velocity Limits as shown in ILHR 7.64, stop the construction operation in progress and consider and implement alternate construction methods.

### **D Measurement**

The department will measure Seismograph as a single complete unit of work.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1000.S	Seismograph	LS

Payment is full compensation for furnishing and operating a seismograph, an operator, and accessories.

999-005 (20030820)

## **35. Crack and Damage Survey, Item 999.1500.S.**

### **A Description**

This special provision describes conducting a crack and damage survey of the residences and business located at the following parcels:

Plat ID: 5020-05-21

- Parcel 13 (LT and RT)
- Parcel 15

Plat ID: 5020-05-23

- Parcel 3
- Parcel 4

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

### **B (Vacant)**

### **C Construction**

Prior to any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The

intent of the written report and photographs is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be typed on bond paper and be in text form.

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

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

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

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

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

#### **D Measurement**

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

#### **E Payment**

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

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

Payment is full compensation for providing the before and after written reports, and for photographs or videotapes.

999-010 (20030820)

### **36. Special Trench Bedding, SPV.0035.01.**

#### **A Description**

This special provision describes special trench bedding in accordance to the City of Mauston's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, July 2012.

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

#### **C (Vacant)**

**D Measurement**

The department will measure Special Trench Bedding by the cubic yard of special trench bedding, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Special Trench Bedding	CY

Payment is full compensation for furnishing all work herein specified in accordance to the City of Mauston's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, July 2012.

**37. Temporary Crosswalk Access, Item SPV.0045.01****A Description**

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

**B Materials**

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

Furnish safety fence in accordance to the article "Fence Safety."

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

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

**C Construction**

Maintain accessible crosswalks on existing pavement, new pavement, or temporary surface material. Provide one accessible crosswalk, across Grayside Avenue near Hickory Street, one accessible crosswalk across Union Street between Vine Street and Milwaukee Street and one along Union Street, near Milwaukee Street, while new sidewalk is being constructed, as shown on the plans.

**C.1 Crosswalk**

Install, maintain, relocate (if necessary to accommodate work or operations), and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans and as directed by the engineer. Level and compact the surface prior to placing

temporary surface material. The temporary crosswalk shall have a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). Install safety fence along both sides of the temporary crosswalk. Provide a gap in the safety fence as necessary to provide access for construction vehicles across the temporary crosswalk. The maximum width of the gap shall be 18 feet. Reconstruct Temporary Crosswalk Access when disturbed by construction operations or utility trenches.

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

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

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

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

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

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

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

### **D Measurement**

The department will measure Temporary Crosswalk Access by the day acceptably in service. The measured quantity will equal the number of calendar days a crosswalk through the work area is open to pedestrian traffic. A crosswalk is defined as an accessible crossing of a single leg of an intersection with existing, temporary, or finished curb ramps meeting ADA requirements. A crossing of a street with an island within the route will be considered a single crosswalk. Each day that the crosswalk is out of service for more than 2 hours will result in one day being deducted from the quantity measured for payment.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Temporary Crosswalk Access	Day

Payment is full compensation for furnishing, loading, and hauling materials; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing and installing, and maintaining safety fence.

### **38. Utility Line Opening (ULO), Item SPV.0060.01.**

#### **A Description**

This special provision describes performing the necessary excavation to uncover utilities for the purpose of determining elevation and potential conflicts with proposed storm sewer or other work, as shown on the plans or as directed by the engineer.

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

#### **C Construction**

Perform the excavation in such a manner that the utility in question is not damaged and the safety of the workers or area is not compromised.

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

Obtain prior approval for all utility line openings from the engineer and coordinate all ULOs with the engineer. Notify the utility engineers on their agents of this work a minimum of three days prior to the work so they may be present when the work is completed. Verify the need for performing ULO's as shown on the plans, since some of the utilities may have been or will be relocated prior to the start of construction.

#### **D Measurement**

The department will measure Utility Line Opening by each individual unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Utility Line Opening (ULO)	Each

Payment is full compensation for the excavation required to expose the utility line; backfilling with existing material removed from the excavation; compacting the backfill material; restoring the site; and for cleanup.



Existing pavement, concrete curb, gutter, and sidewalk removals necessary to facilitate utility line openings shall not be considered part of or paid for under Utility Line Openings, but are considered separate and measured and paid for separately as removal items. Replacement pavement, concrete curb, gutter, and sidewalk items shall also be considered separate from Utility Line Openings and will be measured and paid for separately.

### **39. Temporary Curb Ramp, Item SPV.0060.02.**

#### **A Description**

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

#### **B Materials**

Furnish asphaltic surface in accordance to standard spec 465.2 (2) or furnish concrete in accordance to standard spec 602.2.

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

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

#### **C Construction**

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

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

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

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

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

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

#### **D Measurement**

The department will measure Temporary Curb Ramp by each individual temporary curb ramp unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Temporary Curb Ramp	Each

Payment is full compensation for providing all materials; for excavating and preparing the foundation; backfilling and properly disposing of surplus material; for constructing; for maintaining; for removing; and restoring the work site.

**40. Temporary Inlet Casting, Item SPV.0060.03.****A Description**

The work under this item includes furnishing and placing a Temporary Inlet Casting, at the location as dictated in the plan set. The Temporary Inlet Casting shall be removed and become the property of the contractor after the removal.

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

Construct in conformance to the pertinent requirements in standard spec 611, and as hereinafter provided. Provide for a temporary inlet casting on top of the existing inlet. Include any adjustments necessary to get casting to the correct elevation in the unit price bid. Place and secure a traversable grate casting as approved by the engineer over the opening for the inlet. Place backfill in the excavated area, and grade to drain to the opening just created. Remove all debris from the storm sewer pipe caused during the removal operations.

**D Measurement**

The department will measure Temporary Inlet Casting, by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Temporary Inlet Casting	Each

Payment is full compensation for furnishing all materials; excavation; saw cutting; for hauling and properly disposing of materials; for furnishing granular backfill; for backfilling; for removing; and for maintaining.

**41. Manhole Special 7-Ft. x 10-Ft., Item SPV.0060.04.**

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

#### **42. Reconnect Storm Sewer Laterals, Item SPV.0060.05.**

##### **A Description**

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

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

##### **C Construction**

Identify all private laterals in existing storm sewer structures or existing storm sewer pipes and verify elevations prior to that structure or pipe removal and ordering of any precast structures. Remove existing lateral pipes to the right-of-way and replace in-kind. Verify that positive drainage is achieved when connecting to the new inlet, pipe, or curb outlet structure. The contractor will be allowed to salvage any structurally sound pipe that was removed with prior approval by the engineer. Connect the existing pipes to the new pipes with the appropriate coupling, concrete collar or by means approved by the engineer. Concrete masonry for concrete collar shall be in accordance to standard spec 501. Any additional pipe or materials required to reconnect the storm sewer laterals shall be considered incidental to this bid item.

##### **D Measurement**

The department will measure Reconnect Storm Sewer Lateral by each individual connected lateral, acceptably completed.

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Reconnect Storm Sewer Laterals	Each

Payment is full compensation for performing all work; indentifying existing laterals; removal of existing pipes; furnishing and installing all materials, couplings, concrete collars, storm sewer tap and pipe.

#### **43. Temporary Mailbox, Item SPV.0060.06.**

##### **A Description**

This special provision describes placing temporary mailboxes on stands with house numbers on the northeast corner of Division Street and Genevieve Street.

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

##### **C Construction**

Provide a temporary mailbox that contains an individual mailbox with street address for each residence affected by construction, grouped together at the northeast corner of the Division Street and Genevieve Street intersection. Coordinate with the City of Mauston post office for the proper height and exact locations of the temporary mailboxes.

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

**D Measurement**

The department will measure Temporary Mailbox as each individual mailbox, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Temporary Mailbox	Each

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

**44. Lighting Unit, Black Finish, Item SPV.0060.07.**

**A Description**

This special provision describes furnishing a black exterior finish to the lighting unit including the pole, luminaire, transformer base, mast arm and mounting hardware.

**B Material**

Provide an exterior weather-resistant material appropriate black (RAL 9017) color treatment finish on all lighting unit equipment including but not limited to the pole, luminaire, transformer base, mast arm and mounting hardware.

Anodize aluminum materials according to the manufacturer's recommendations.  
Powder coat steel materials according to the manufacturer's recommendations.

**C Construction**

Field repair black finish according to the supplier's recommendations, supplied to the engineer by the equipment fabricator.

**D Measurement**

The department will measure Lighting Unit, Black Finish by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Lighting Unit, Black Finish	Each

Payment is full compensation for the difference in price to supply lighting unit equipment with an exterior weather-resistant material appropriate black treatment finish versus the finish described in the standard specifications.

#### **45. Lighting Control Cabinet, Item SPV.0060.08**

##### **A Description**

This special provision describes the furnishing and installation of concrete-pad-mounted lighting control cabinet, for photocell (light-sensing) control of exterior street lighting as shown on the plans.

##### **B Materials**

Lighting control cabinet shall be a NEMA 4X rated, dead front, lockable enclosure with internally mounted components as shown on the plans. Control cabinet shall be Type 3060 in accordance to standard details.

Internal components shall consist of NEMA rated, 4-pole lighting contractors with 30 ampere rated contacts. Photocell shall be 120 volt, 600 watt rated photo sensor equipped with shield to limit effects of artificial light sources and a gasketed, water tight fitting of connection to side of control cabinet.

Power Load Center Panelboard: 20-circuit, 20 position,(minimum), 120/240V, single phase, 20 amp circuit breakers, 200A copper bus with 200A main breaker, with ground bar, suitable for utility service application. Provide hinged cover for this Load Center. No tandem breakers allowed. Panel shall be manufactured by Square D, Cutler Hammer or Siemens.

Photo control: Integrated photo control with test switch per cabinet manufacturer specifications.

Internal GFI Receptacle: Provide an internal GFI receptacle for convenience use.

Termination Blocks: Provide termination blocks to accept wire sizes as shown on the drawings.

Contactors: Four-pole, 30 amp rated, electrically held contacts, that contain no mercury.

Selector switches: On (manual on), off (control off), automatic (lighting controlled via photocell).

Unit shall also include miscellaneous wiring, terminal blocks, switches, and connectors required to implement control system shown on the drawings.

##### **C Construction**

Control panel assembly shall comply with the plans and details as well as with applicable codes and standards. Control equipment shall be entirely enclosed in DOT-standard rainproof padmounted cabinet. Photocontrol sensor shall be mounted on north side of cabinet or pedestal.

#### **D Measurement**

The department will measure Lighting Control Cabinet as each individual lighting control cabinet 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.0060.08	Lighting Control Cabinet	Each

Payment for Lighting Control Cabinet is full compensation for the complete assembly and installation of the control panel. This shall include all labor, tools, equipment, and all associated materials, electrical components, wiring, and incidentals necessary to complete the installation.

Included in this item are the entire lighting control cabinet and control panel assembly including load center, breakers, lighting contactors, photocontrol, selector switches, pilot lights, wiring, and any other required relays, terminations or other materials and accessories.

### **46. Decorative Luminaire and Pole Assembly 15-Ft., Item SPV.0060.09.**

#### **A Description**

This special provision describes the 15-foot decorative luminaire and pole assembly and installation and includes the pole, luminaire, festoon receptacle and associated appurtenances. Luminaire and pole assembly manufactured by Sun Valley Lighting; contact Dustin Blotz with Enterprise Lighting at (608) 354-1540.

#### **B Materials**

Fixture: Sun Vally Lighting catalog no. LAE1-YG-IL-PF-CP-DF/250W HPS. Description: 250W high-pressure sodium ornate luminaire with multitap ballast, convex cast round housing painted black, black painted cast-aluminum ornamental finial, internal louver with type V symetric distribution pattern, and Mogul lamp base.

Pole with duplex festoon receptacle: Sun Vally Lighting catalog no. 17-1070-15'/PT27-DUP GFI. Description: Prefabricated ornate 15-foot decorative aluminum pole, 1700 series, with decorative anchor base, black painted finish. Accessories to include duplex festoon receptacle, and tenon suitable for luminaire attachment.

Materials shall include #12 AWG wire and associated hardware for separate branch circuits for 240V single-phase supply to luminaire and 120V single-phase supply to festoon outlet. Include wire and materials for grounding and bonding.

**C Construction**

Physical and electrical installations shall comply with the plans and details as well as applicable codes and standards. Poles shall not be set until concrete foundation bases have been allowed to cure for minimum of seven days. Poles shall be set true and plumb.

**D Measurement**

The department will measure Decorative Luminaire and Pole Assembly 15-Feet by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Decorative Luminaire and Pole Assembly 15-Ft	Each

Payment for Decorative Luminaire and Pole Assembly 15-Ft is full compensation for complete installation of the entire assembly. This shall include all labor, tools, equipment, and all associated materials and incidentals necessary to complete the installation.

Included in this item is the entire fixture assembly including pole base, pole, luminaire, tenon, festoon receptacle, and all associated materials and labor for mounting and wiring.

**47. Remove and Reset Mailbox, Item SPV.0060.10.****A Description**

This special provision describes removing, salvaging and replacing mail boxes and supports as hereinafter provided.

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

Remove, handle, store, and reinstall existing mail boxes and supports on the east side of Division Street, south of Grayside Avenue in a manner that prevents damaging the mailbox or support. If the contractor damages the mailbox or support through its own operations, the contractor shall replace them at no expense to the department. Reinstall the mail boxes at the proper height and distance from the curb or edge of road as required by the United States Postal Service.

**D Measurement**

The department will measure Remove and Reset Mailbox as each individual remove and reset mailbox acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Remove and Reset Mailbox	Each

Payment is full compensation for providing all materials; for furnishing all excavating, storing existing mailboxes, resetting, backfilling and disposing of surplus material; for cleaning out and restoring the work site.

**48. Coring For Posts Wood, Item SPV.0060.11.****A Description**

This special provision describes coring through existing concrete sidewalk, not installed as part of this project, and placing wood sign supports.

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

Drill a hole through concrete with an inside diameter of 12-inches by engineer approved methods. Install a wood post in accordance to standard spec 634.

Replace all adjacent concrete damaged by the coring process at a cost included in this item.

**D Measurement**

The department will measure Coring for Posts Wood by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Coring for Posts Wood	Each

Payment is full compensation for drilling through existing concrete; removing any surplus material from the site; and for replacing all adjacent concrete damaged by the coring process. The wood posts shall be paid for separately under the appropriate pay item.



- 49. Abandon Existing Water Service and Curb Stop, Item SPV.0060.12; Remove, Salvage, and Reinstall Existing Hydrant, Item SPV.0060.13; New Casting, Replace Adjustment, Waterproof, and Adjust Existing Sanitary Manhole Less than or Equal to 6-Inches, Item SPV.0060.14; New Casting, Replace Adjustment, Waterproof, and Adjust Existing Sanitary Manhole More than 6-Inches, Item SPV.0060.15; Water Valve and Box 6-Inch Complete, Item SPV.0060.16; Water Valve and Box 10-Inch Complete, Item SPV.0060.17; Ductile Iron 45-Degree Bend, 10-Inch, Item SPV.0060.18 ; Water 10x6-Inch Tee, Item SPV.0060.19; Water 10-Inch Tee, Item SPV.0060.20; 1-Inch Corporation, Curb Stop, and Box, Item SPV.0060.21; Connect to Existing Water Main, Item SPV.0060.22; Adjust Existing Water Valve Box Less than or Equal to 6-Inches, Item SPV.0060.23; Adjust Existing Water Valve Box More than 6-Inches, Item SPV.0060.24; Adjust Existing Water Curb Stop, Item SPV.0060.25; Hydrant, Complete, Item SPV.0060.26; Adjust Existing Hydrant, Item SPV.0060.27; Remove and Salvage Existing Hydrant, Item SPV.0060.28; Remove and Salvage Existing Hydrant and Valve/Box, Item SPV.0060.29; Adjust Existing Sanitary Manhole, Item SPV.0060.30; 10-Inch Plug, Item SPV.0060.31; Fluorocarbon Gaskets, Item SPV.0060.32; Yard Hydrant, Item SPV.0060.33.**

**A. Description**

This special provision describes Abandon Existing Water Service and Curb Stop, Remove, Salvage, and Reinstall Existing Hydrant; New Casting, Replace Adjustment, Waterproof, and Adjust Existing Sanitary Manhole Less than or Equal to 6-Inches; New Casting, Replace Adjustment, Waterproof, and Adjust Existing Sanitary Manhole More than 6-Inches; Water Valve and Box 6-Inch Complete; Water Valve and Box 10-Inch Complete; Ductile Iron 45-Degree Bend 10-Inch; Water 10x6-Inch Tee; Water 10-Inch Tee; 1-Inch Corporation, Curb Stop, and Box; Connect to Existing Water Main; Adjust Existing Water Valve Box Less than or Equal to 6-Inches; Adjust Existing Water Valve Box More than 6-Inches; Adjust Existing Water Curb Stop; Hydrant, Complete; Adjust Existing Hydrant; Remove and Salvage Existing Hydrant; Remove and Salvage Existing Hydrant and Valve/Box; Adjust Existing Sanitary Manhole; 10-Inch Plug; and Fluorocarbon Gaskets; Yard Hydrant; in accordance to the City of Mauston's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, July 2012.

**B (Vacant)**

**C (Vacant)**

## **D Measurement**

The department will measure Abandon Existing Water Service and Curb Stop, Remove, Salvage, and Reinstall Existing Hydrant; New Casting, Replace Adjustment, Waterproof, and Adjust Existing Sanitary Manhole Less than or Equal to 6-Inches; New Casting, Replace Adjustment, Waterproof, and Adjust Existing Sanitary Manhole More than 6-Inches; Water Valve and Box 6-Inch Complete; Water Valve and Box 10-Inch Complete; Ductile Iron 45-Degree Bend 10-Inch; Water 10x6-Inch Tee; Water 10-Inch Tee; Corporation, Curb Stop, and Box 1-Inch; Connect to Existing Water Main; Adjust Existing Water Valve Box Less than or Equal to 6-Inches; Adjust Existing Water Valve Box More than 6-Inches; Adjust Existing Water Curb Stop; Hydrant, Complete; Adjust Existing Hydrant; Remove and Salvage Existing Hydrant; Remove and Salvage Existing Hydrant and Valve/Box; Adjust Existing Sanitary Manhole; 10-Inch Plug; Fluorocarbon Gaskets; and Yard Hydrant by each individual unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Abandon Existing Water Service and Curb Stop	Each
SPV.0060.13	Remove, Salvage, and Reinstall Existing Hydrant	Each
SPV.0060.14	New Casting, Replace Adjustment, Waterproof, and Adjust Existing Sanitary Manhole Less than or Equal to 6-Inches	Each
SPV.0060.15	New Casting, Replace Adjustment, Waterproof, and Adjust Existing Sanitary Manhole More than 6-Inches	Each
SPV.0060.16	Water Valve and Box 6-Inch Complete	Each
SPV.0060.17	Water Valve and Box 10-Inch Complete	Each
SPV.0060.18	Ductile Iron 45-Degree Bend 10-Inch	Each
SPV.0060.19	Water 10x6-Inch Tee	Each
SPV.0060.20	Water 10-Inch Tee	Each
SPV.0060.21	Corporation, Curb Stop, and Box, 1-Inch	Each
SPV.0060.22	Connect to Existing Water Main	Each
SPV.0060.23	Adjust Existing Water Valve Box Less than or equal to 6-Inches	Each
SPV.0060.24	Adjust Existing Water Valve Box More than 6-Inches	Each
SPV.0060.25	Adjust Existing Water Curb Stop	Each
SPV.0060.26	Hydrant, Complete	Each
SPV.0060.27	Adjust Existing Hydrant	Each
SPV.0060.28	Remove and Salvage Existing Hydrant	Each
SPV.0060.29	Remove and Salvage Existing Hydrant and Valve/Box	Each
SPV.0060.30	Adjust Existing Sanitary Manhole	Each
SPV.0060.31	10-Inch Plug	Each
SPV.0060.32	Fluorocarbon Gaskets	Each
SPV.0060.33	Yard Hydrant	Each

Payment is full compensation for furnishing all work herein specified in accordance to the City of Mauston's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, July 2012.

**50. Storm Sewer Tap, Item SPV.0060.34.**

**A Description**

This special provision describes tapping various sized storm sewer pipes or culverts into existing structures, including manholes and inlets, or other pipes as detailed on the plans, using Grade A concrete. Water levels fluctuate in the existing pipes or box culvert and Contractor may encounter water levels above flow line of the proposed storm sewer pipe. If this is the case, the contractor shall also comply with standard spec 502.3.5.3. The tapped pipe shall be left flush with the interior wall of the existing pipe. Tuck-point and seal the tap inside and outside using approved mortar as described in the Special Provisions, "Storm Sewer General".

**B (Vacant)**

**C Construction**

The work under this item shall be in accordance to the provisions of standard spec 611, as shown on the plans and as provided herein.

**D Measurement**

The department will measure Storm Sewer Tap by each individual unit, acceptably completed, regardless of size and regardless of whether or not a box out exists.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.34	Storm Sewer Tap	Each

Payment for Storm Sewer Tap is full compensation for tapping the hole; connection of the pipe (pipe paid separately); and for furnishing and placing concrete.

**51. Concrete Curb and Gutter 24-Inch Type A Special, Item SPV.0090.01; Concrete Curb and Gutter 24-Inch Type D Special, Item SPV.0090.02; Concrete Curb and Gutter 36-Inch Type A Special, Item SPV.0090.03.**

**A Description**

This special provision describes constructing concrete curb and gutter as detailed in the plan and in accordance to standard spec 601

**B Materials**

Furnish materials in accordance to standard spec 601.2.

**C Construction**

Construct concrete curb and gutter as detailed in the plan and in accordance to standard spec 601.3.

**D Measurement**

The department will measure Concrete Curb and Gutter (Size, Type) Special by the linear foot, acceptably completed, in accordance to standard spec 601.4.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Curb and Gutter 24-Inch Type A Special	LF
SPV.0090.02	Concrete Curb and Gutter 24-Inch Type D Special	LF
SPV.0090.03	Concrete Curb and Gutter 36-Inch Type A Special	LF

Payment is full compensation for furnishing all foundation excavation and preparation; all special construction required at driveways and alley entrances or curb ramps; providing all materials, including concrete, expansion joints, and reinforcement tie bars unless specified otherwise; placing, finishing, protecting, and curing; sawing joints; disposing of surplus excavation material, and for restoring the work site. For tie bars provided in existing concrete, the department will pay separately under the Drilled Tie Bars bid item as specified in standard spec 416.5.

**52. Railing Pedestrian Steel, Item SPV.0090.04.****A Description**

This special provision describes fabricating, galvanizing, painting and installing railing in accordance to standard spec 506, 513 and 517 and the plan details, as directed by the engineer, and as hereinafter provided.

**B Materials**

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized and receive a two-coat paint system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

## **B1 Coating System**

### **B1.1 Galvanizing**

After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when painted, will produce unacceptable aesthetic and/or visual qualities, will not be permitted.

### **B1.2 Two-Coat Paint System**

After galvanizing, paint all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints as hereinafter provided. All galvanized surfaces to be painted shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation for adhesion of the tie coat. Blasting shall not fracture the galvanized finish or remove any dry film thickness. After cleaning, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a preapproved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

Ensure that the paint manufacturer reviews the process to be used for surface preparation and application of the paint coating system with the paint applicator. The review shall include a visit to the facility performing the work if requested by the paint manufacturer. Provide written confirmation, from the paint manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Use one of the qualified paint manufacturers and products given below. An equivalent system may be used with the written approval of the engineer.

<b>Manufacturer</b>	<b>Coat</b>	<b>Products</b>	<b>Dry Film Minimum Thickness (mils)</b>	<b>Min. Time<sup>1</sup> Between Coats (hours)</b>
<b>Sherwin Williams</b> 1051 Perimeter Drive Suite 710 Schaumburg, IL 60173 (847) 330-1562	Tie	Recoatable Epoxy Primer B67-5 Series / B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA
<b>Carboline</b> 350 Hanley Industrial St. Louis, MO 63144 (314) 644-1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Tie	Carboguard 60	4.0 to 6.0	10
	Tie	Carboguard 635	4.0 to 6.0	1
	Top	Carbothane 133 LH(satin)	4	NA
<b>Wasser Corporation</b> 4118 B Place NW Suite B Auburn, WA 98001 (253) 850-2967	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA

<sup>1</sup> Time is dependent on temperature and humidity. Contact manufacturer for more specific information

## **B2 Shop Drawings**

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the paint manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

## **C Construction**

### **C1 Delivery, Storage and Handling**

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If the coating is damaged, repair or replace railing assemblies to the approval of the engineer at no additional cost. Carefully store the material off the ground

to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the engineer.

### **C2 Touch-up and Repair**

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations. If damage is excessive, the railing assembly shall be replaced at no additional cost. Provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

### **D Measurement**

The department will measure Railing Pedestrian Steel in length by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Railing Pedestrian Steel	LF

Payment is full compensation for excavation, backfilling, concrete, reinforcement, anchors, connections, steel railing, fabricating, galvanizing, painting, transporting and installing.

## **53. Concrete Curb and Gutter HES 30-Inch Type A, Item SPV.0090.05; Concrete Curb and Gutter HES 30-Inch Type D, Item SPV.0090.06; Concrete Curb and Gutter HES Integral 30-Inch Type D, Item SPV.0090.07.**

### **A Description**

This special provision describes constructing concrete curb and gutter in accordance to the requirements of standard spec 601, at locations approved by the engineer, and as hereinafter provided.

### **B Materials**

Provide concrete that conforms to the requirements for high early strength concrete in accordance to standard spec 501.

### **C Construction**

Perform this work at locations directed by the engineer in accordance to the requirements of standard spec 415 for concrete pavement high early strength.

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

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Concrete Curb and Gutter HES 30-Inch Type A	LF
SPV.0090.06	Concrete Curb and Gutter HES 30-Inch Type D	LF
SPV.0090.07	Concrete Curb and Gutter HES Integral 30-Inch Type D	LF

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

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

**54. Ductile Iron Water Main 6-Inch, Item SPV.0090.08; Ductile Iron Water Main 10-Inch, Item SPV.0090.09; PVC Water Main 10-Inch, Item SPV.0090.10; 1-Inch Copper Water Service, Item SPV.0090.11; Water Main Encasement, Item SPV.0090.12.**

**A Description**

This special provision describes furnishing and installing Ductile Iron Water Main 6-Inch; Ductile Iron Water Main 10-Inch; PVC Water Main 10-Inch; 1-Inch Copper Water Service; and Water Main Encasement in accordance to the City of Mauston's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, July 2012.

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

The department will measure Ductile Iron Water Main 6-Inch; Ductile Iron Water Main 10-Inch; PVC Water Main 10-Inch; 1-Inch Copper Water Service; and Water Main Encasement by the linear foot, acceptably completed.

**E Payment**

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



ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Ductile Iron Water Main 6-Inch	LF
SPV.0090.09	Ductile Iron Water Main 10-Inch	LF
SPV.0090.10	PVC Water Main 10-Inch	LF
SPV.0090.11	1-Inch Copper Water Service	LF
SPV.0090.12	Water Main Encasement	LF

Payment is full compensation for furnishing all work herein specified in accordance to the City of Mauston's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, July 2012.

## **55. Construction Staking Roundabout Sidewalk, Item SPV.0090.13.**

### **A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical position for the sidewalk adjacent to the roundabout.

### **B (Vacant)**

### **C Construction**

Perform construction staking in accordance to standard spec 650.3.1.

### **D Measurement**

The department will measure Construction Staking Roundabout Sidewalk by the linear foot, acceptably completed, measured along the path reference line or along the center of the path where there is no reference line.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.13	Construction Staking Roundabout Sidewalk	LF

Payment is full compensation for locating and setting all construction stakes and for relocating and resetting damaged or missing construction stakes. Final payment will be in accordance to standard spec 650.5.

## **56. Concrete Pavement Joint Layout, Item SPV.0105.01.**

### **A Description**

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

### **B (Vacant)**

### **C Construction**

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. Mark the location of all concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions. The roundabout joint layout will follow either an isolated circle or pinwheel jointing pattern.

### **D Measurement**

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

### **E Payment**

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

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

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

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

## **57. Box Culvert Top Slab Modifications, Item SPV.0105.02.**

### **A Description**

This special provision describes modifying the top slab of the existing concrete box culvert as shown on the plans and as hereinafter provided.

### **B Materials**

#### **B.1 Concrete Masonry**

Furnish concrete masonry grade E according to standard spec 501. Furnish other materials in accordance to the pertinent requirements of standard spec 509.2.

#### **B.2 Bar Steel Reinforcement**

Furnish coated high-strength bar steel meeting the requirements of standard spec 505.2.4.

#### **B.3 Crack Sealing Epoxy**

Provide a penetrating sealant that is listed on the department's approved product listing, "Low Viscosity Crack Sealers".

### **C Construction**

#### **C.1 Concrete Masonry**

Follow the pertinent requirements of standard spec 504.3 and 509.3.

Provide cleaning of the existing surface to be overlayed per standard spec 509.3.2. Standard spec 509.3.2 (1) is modified to require removal of approximately ¼ inch of existing surface concrete by scarification.

Provide a transverse light broom finish.

### **C.2 Bar Steel Reinforcement**

Follow the pertinent requirements of standard spec 505.3.

### **C.3 Crack Sealing Epoxy**

Provide tooled edges as noted on the plan. Clean the joints to be sealed by the use of high pressure air prior to applying the crack sealing epoxy. Pour the epoxy sealant into the joints to be sealed after the concrete masonry has been completed and cured per sealant manufacturer recommendations. Clean all spills and all areas of sealant overrun.

### **D Measurement**

The department will measure Box Culvert Top Slab Modifications as a single complete lump sum unit of work, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Box Culvert Top Slab Modifications	LS

Payment is full compensation for cleaning of the existing surface, preparing, concrete masonry, bar steel, finishing, curing, crack sealing epoxy, placement of conduit.

## **58. Rigid Insulation, Item SPV.0165.01.**

### **A Description**

This special provision describes furnishing and installing rigid insulation in accordance to the City of Mauston's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, July 2012.

### **B (Vacant)**

### **C (Vacant)**

### **D Measurement**

The department will measure Rigid Insulation by the square foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Rigid Insulation	SF

Payment is full compensation for furnishing all work herein specified in accordance to the City of Mauston's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, July 2012.

## **59. Colored Concrete Pavement 8-Inch, Item SPV.0165.02.**

### **A Description**

This special provision describes constructing colored concrete pavement in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

### **B Materials**

#### **B.1 Concrete**

Conform to standard spec 501 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979 at a minimum percent loading of 6% and a maximum percent loading of 8% by weight of the cementitious materials in the mix.

Match the concrete color in reasonably close conformance with WisDOT red color, which is similar to Federal Standard 595 Color Server, FS color 31136. The city of Mauston will accept the color based on comparison to WisDOT red color samples available for viewing through the Materials staff in the Technical Services Section at WisDOT Regional offices.

Add integral concrete colorant according to manufacturer's instructions.

Maintain mix characteristics for all colored concrete requiring a matching finish. Use the same source, brand, type, and color of portland cement, supplementary cementitious materials, aggregates and admixtures for colored concrete throughout the project. Use constant cement content, supplementary cementitious material content and water/cementitious materials ratio in the concrete mix to maintain consistent color.

#### **B.2 Concrete Curing**

Supply a liquid membrane-forming clear curing compound conforming to AASHTO M 148, type 1.

#### **B.3 Admixtures**

Use admixtures designed for use and compatible with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides.

#### **B.4 Mix Approval**

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

Obtain colored concrete mix approval prior to placing the concrete by meeting one of the following:

#### **B.4.1.1 Performance History**

Provide documentation from a previously approved project that utilized WisDOT red colored concrete. Include documentation as follows:

1. Project Info: Project ID, and location
2. Mix proportions: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and 28-day or earlier compressive strength.
3. Materials: type, brand, and source.
4. Sample panel: Provide a finished colored concrete sample from the previous project having minimum dimensions of 2-foot by 2-foot by 1.5-inch.
5. Use the same mix proportions, and material type, brand and source, including admixtures, for the current contract as from the previously approved WisDOT red colored concrete mix design.

Upon acceptance the sample panel will act as the visual quality standard for finished work.

#### **B.4.1.2 Trial Batch**

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Produce test panels to demonstrate the typical texture, surface finish, color, and color intensity. Notify the engineer seven days in advance by providing the dates and times for test panel construction.

At an engineer-determined location on the project, place and finish a 10-foot by 10-foot by 6-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch size greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color and finish by comparing the test panel to the WisDOT red color comparison sample from the Regional office. Upon acceptance the test panel will act as the visual quality standard for finished work. Remove the test panel as directed by the engineer.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

### **C Construction**

Construct colored concrete in accordance to section 415 of the standard specifications and the standard special provision for QMP Concrete Ancillary and as herein provided.

## **C.1 Placement**

Produce colored concrete in full cubic yard increments.

Produce consistent colored concrete mixes. Once colored concrete placement has started, the engineer will not allow variations in the amounts, types, or source of materials with the exception of minor adjustments of water and air-entraining agent as necessary. Other changes require the contractor to repeat the mix approval process.

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecast within 24-hours.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as the engineer directs.

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction.

Cure colored concrete in accordance to standard spec 415.3.12, using the impervious coating or impervious sheeting method. Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after placement.

## **D Measurement**

The department will measure Colored Concrete Pavement 8-Inch by the square foot of surface area, acceptably completed.

## **E Payment**

The department will pay for measured quantities by the square foot, acceptably completed.

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Colored Concrete Pavement 8-Inch	SF

Payment for Colored Concrete Pavement 8-Inch is full compensation for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for furnishing all removal of colored concrete.

## **60. Stamped Colored Concrete Sidewalk 6-Inch, Item SPV.0165.03.**

### **A Description**

This special provision describes the construction of stamped colored concrete for sidewalk in the terraces and median islands in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

### **B Materials**

#### **B.1 Concrete**

Conform to standard spec 501 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979 at a minimum percent loading of 6% and a maximum percent loading of 8% by weight of the cementitious materials in the mix

Match the concrete color in reasonably close conformance with WisDOT red color, which is similar to Federal Standard 595 Color Server, FS color 31136. The stamp pattern will be herringbone. The city of Mauston will accept the stamp pattern and color based on comparison to WisDOT samples available for viewing through the Materials staff in the Technical Services Section at WisDOT Regional offices.

Add integral concrete colorant according to manufacturer's instructions.

Maintain mix characteristics for all colored concrete requiring a matching finish. Use the same source, brand, type, and color of portland cement, supplementary cementitious materials, aggregates and admixtures for colored concrete throughout the project. Use constant cement content, supplementary cementitious material content and water/cementitious materials ratio in the concrete mix to maintain consistent color.

#### **B.2 Concrete Curing**

Supply a clear liquid membrane forming cure and seal product from the department's approved list that meets the requirements of ASTM C1315 Type I, Class A.

#### **B.3 Admixtures**

Use admixtures designed for use and compatible with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides.

## **B.4 Mix Approval**

### **B.4.1 General**

Obtain colored concrete mix approval prior to placing the concrete by meeting one of the following:

#### **B.4.1.1 Performance History**

Provide documentation from a previously approved project that utilized WisDOT red colored concrete. Include documentation as follows:

1. Project Info: Project ID, and location
2. Mix proportions: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and 28-day or earlier compressive strength.
3. Materials: type, brand, and source.
4. Sample panel: Provide a finished colored concrete sample from the previous project having minimum dimensions of 2-foot by 2-foot by 1.5-inch.
5. Use the same mix proportions, and material type, brand and source, including admixtures, for the current contract as from the previously approved WisDOT red colored concrete mix design.

Upon acceptance the sample panel will act as the visual quality standard for finished work.

#### **B.4.1.2 Trial Batch**

The same test panel used for Colored Concrete Pavement 9-Inch can be used if the same concrete mix design and color are used for this item. Otherwise, follow the remainder of this section to trial batch requirements.

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Produce test panels to demonstrate the typical texture, surface finish, stamp pattern, color, and color intensity. Notify the engineer 7 days in advance by providing the dates and times for test panel construction.

At an engineer-determined location on the project, place and finish a 10-foot by 10-foot by 4-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch size greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color and finish by comparing the test panel to the WisDOT red color and cobblestone pattern comparison sample from the Regional office. Upon acceptance the test panel will act as the visual quality standard for finished work. Remove the test panel as directed by the engineer.



Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

## **C Construction**

Construct colored concrete in accordance to standard spec 602 and the standard special provision for QMP Concrete Ancillary and as herein provided.

### **C.1 Placement**

Produce colored concrete in full cubic yard increments.

Produce consistent colored concrete mixes. Once colored concrete placement has started, the engineer will not allow variations in the amounts, types, or source of materials with the exception of minor adjustments of water and air-entraining agent as necessary. Other changes require the contractor to repeat the mix approval process.

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecast within 24-hours.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as the engineer directs.

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction.

Uniformly apply liquid release agent onto the colored concrete while it is still in a plastic state to provide clean release of imprinting tools from the concrete surface without lifting imprint or tearing concrete.

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

Stamp concrete consistently so that stamped concrete does not have a vertical elevation difference of ½ inch or depressions in concrete capable of causing ponding water or ice. For concrete hand stamp edges and surfaces that are unable to be imprinted by platform tools, use texture mats and single blade hand stamps to match platform tool stamping pattern. Finish imprinting to match pre-construction mock ups.

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

Cure colored concrete in accordance to standard spec 415.3.12, using the impervious coating or impervious sheeting method. Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after placement.

#### **D Measurement**

The department will measure Stamped Colored Concrete Sidewalk 6-Inch by the square foot of surface area, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Stamped Colored Concrete Sidewalk 6-Inch	SF

Payment for Stamped Colored Concrete Sidewalk (Inch) bid item is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, expansion materials, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for furnishing all removal of colored concrete.

### **61. Concrete Sidewalk 5-Inch, Square Scoring Pattern, Item SPV.0165.04.**

#### **A Description**

This special provision describes constructing concrete sidewalk with a square scoring pattern in accordance to standard spec 602 and as detailed in the plans.

## **B Materials**

Furnish concrete material in accordance to standard spec 602.2.

Furnish joint sealant material conforming to the requirements for the Specification for Joint Sealant, Hot-Poured, for Concrete and Asphalt Pavement, ASTM Designation: D3405.

## **C Construction**

Place and finish the concrete according to standard spec 602.3.2 with a broomed finish.

Score exposed sidewalk as detailed in the plans, with 3/8-inch tooled joints, 1/2 inch deep, with a 1/4 inch radius at the top. The scoring pattern shall be a square pattern measuring approximately 24 inches by 24 inches.

Place 1/2-Inch wide expansion joint filler between the sidewalk and abutting curb or gutter.

Place 1/2-inch wide transverse expansion joint filler through the sidewalk at uniform intervals not greater than 96 feet apart.

Ensure that all joint axes do not deviate more than 1/2 inch from a straight line, or from the designated alignment at any point. If constructing the joints in sections, do not use offsets or concrete struts between adjacent units.

Extend the expansion joint filler to the concrete's full depth and make the top slightly below the finished surface of the sidewalk. Seal all expansion joints.

Consolidate the concrete thoroughly at all expansion joint faces to fill the voids, and finish the surface smooth and true to grade. Also round sidewalk edges along forms, un-sawed joints, and metal slab division forms with a 1/2-inch radius edger. For all other work under this section, use mechanical vibration at all expansion joint faces to fill the voids, and finish the surface smooth and true to grade.

## **D Measurement**

The department will measure Concrete Sidewalk 5-Inch, Square Scoring Pattern, by the square foot of surface area, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.04	Concrete Sidewalk 5-Inch, Square Scoring Pattern	SF

Payment is full compensation for providing all materials, including concrete, reinforcement, expansion joint filler, and joint sealer; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, scoring, protecting, and curing; and restoring the work site.

## **62. Asphaltic Sidewalk, Item SPV.0165.05.**

### **A Description**

This special provision describes furnishing and placing temporary hot mix asphalt to support pedestrian traffic as shown on the plans and as hereinafter provided.

### **B Materials**

Furnish a hard temporary surface material consisting of asphaltic surface temporary in accordance to standard spec 465. Furnish base aggregate dense 1 1/4" in accordance to standard spec 305.

### **C Construction**

Place asphaltic surface temporary in accordance to standard spec 465.3.1.

Install temporary surface material at Curb Ramp locations as shown on the plans and as directed by the engineer. Level and compact the surface prior to placing temporary surface material. The curb ramp locations shall have a minimum clear width of 5 feet and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG).

### **D Measurement**

The department will measure Asphaltic Sidewalk by square foot of surface area, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.05	Asphaltic Sidewalk	SF

Payment is full compensation for furnishing all necessary materials; excavation, hauling, and disposal; furnishing and placing surface and base material; and for removal of surface and base material.

## **63. Temporary Pavement, Item SPV.0180.01.**

### **A Description**

This special provision describes maintaining existing pavement or furnishing and placing temporary hot mix asphalt or concrete pavement to support cross street traffic at locations designated in the Traffic article of these special provisions.

### **B Materials**

Furnish Asphaltic Surface Temporary and Asphaltic Curb in accordance to standard spec 465 or furnish Concrete Base in accordance to standard spec 320. Furnish Base Aggregate Dense 1 1/4" in accordance to standard spec 305.

If concrete pavement is used, provide a pavement structure design to the engineer for approval.

### **C Construction**

Provide a minimum 11-foot lane width per direction of travel.

Provide 6-inch monolithic asphaltic curb head on outside edge of travel lane of areas shown in plans.

Repair potholes, rutting, or pavement failure in existing pavement surface or temporary pavement surfaces as directed by the engineer.

### **D Measurement**

The department will measure Temporary Pavement by the square yard of surface area, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Temporary Pavement	SY

Payment is full compensation for furnishing all necessary materials; excavation, hauling, and disposal; furnishing and placing pavement repair material; and for removal of surface and base material.

## **64. Geogrid Reinforcement, Item SPV.0180.02.**

### **A Description**

This special provision describes furnishing and installing geogrids for subgrade stabilization, base reinforcement, or pavement structure applications in accordance to the plans, standard spec 645, and as hereinafter provided.

### **B Materials**

Provide geogrid that consists of either single or joined multiple layers of a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The polymer shall consist of polyester, polypropylene, polyamide, or polyethylene. The grid shall maintain dimensional stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. Minimum geogrid width shall be 6.0 feet.

Provide geogrid that complies with the following physical properties:

<b>Test</b>	<b>Method</b>	<b>Value <sup>(1)</sup></b>
Tensile Strength at 5% Strain, Both Principal Directions (lb/ft)	ASTM D 4595 <sup>(2)</sup>	450 min.
Flexural Rigidity Both Principal Directions (mg-cm)	ASTM D 1388 <sup>(3)</sup>	150,000 min.
Aperture Area (in <sup>2</sup> )	Inside Measurement <sup>(4)</sup>	5.0 max.
Aperture Dimension (in)	Inside Measurement <sup>(4)</sup>	0.5 min.

<sup>(1)</sup> All numerical values represent minimum/maximum average roll values, i.e. the average minimum test results on any roll in a lot should meet or exceed the minimum specified value.

<sup>(2)</sup> The tensile strength (T) of a joined multi-layered geogrid shall be computed using the following equation:

$$T = n(f)t$$

where

$n$  = the number of individual layers in the joined multi-layered geogrid,

$t$  = the tensile strength of a single layer of geogrid as determined using testing method ASTM D4595, and

$f$  = reduction factor based on the number of layers comprising the multi-layered system and determined by the equation  $f=1.00 - [0.04(n - 1)]$ .

<sup>(3)</sup> Values shall be determined by Option “A” (Cantilever Test) of testing method ASTM D1388 using test specimens that are 36 inches  $\pm 0.04$  inch long. Test specimen widths for differing geogrids shall be variable and equal to 1 element plus  $\frac{1}{2}$  the aperture width on both sides of that element. An element is defined as the minimum number of parallel strands that form a distinguishable repeating pattern.

<sup>(4)</sup> Aperture Area and Aperture Dimension for joined multi-layer geogrids shall be determined based on measurement of a single layer of the geogrid.

Protect the geogrid from ultraviolet radiation and from damage due to shipping and handling. Keep the geogrid dry until it is installed. The geogrid rolls shall be clearly marked to identify the material contained.

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**

Prior to placement of the geogrid, bring the indicated placement surface to the required lines, grades, and dimensions as shown on the plans. Smooth and shape the surface to eliminate any rocks, clods, roots, or other items that may cause damage to the geogrid during placement or covering.

Place the geogrid on the prepared surface at the locations and to the limits as shown on the plans. After placement, pull the geogrid taut and secure it using pins, clips, staples, or other devices to prevent movement or displacement. Place parallel strips of geogrid with a minimum overlap of 6 inches. Lap butt joints between roll ends a minimum of 12 inches. Fasten all lapped sections together by using ties, straps, clips, or other devices to develop a secure joint that meets the approval of the engineer. No vehicles or construction equipment shall be permitted to operate directly on the geogrid.

Cover small rips, tears, or defects in the geogrid with an additional section of geogrid; secure the additional geogrid in place so that it overlaps 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 shall be 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. Placing, spreading, and compacting of this material shall comply with 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 4 inches. Place, spread, and compact the required backfill material so that the geogrid is not displaced or damaged. The engineer may require changes in equipment and/or operations to prevent such damage or displacement.

### **D Measurement**

The department will measure Geogrid Reinforcement by the square yard of surface area upon which the geogrid has been placed, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Geogrid Reinforcement	SY

Payment is full compensation for furnishing, transporting, and installing the geogrid; furnishing and installing all devices and materials necessary to join or secure the geogrid in place.

**65. Granular Backfill Special, Item SPV.0195.01.**

**A Description**

This special provision describes granular backfill in accordance to the City of Mauston's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, July 2012.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Granular Backfill Special by the ton of granular backfill, 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.0195.01	Granular Backfill Special	TON

Payment is full compensation for furnishing all work herein specified in accordance to the City of Mauston's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, July 2012.

**66. Excavation, Segregation, Hauling, and Disposal of Contaminated Soil, Item SPV.0195.02.**

**A Description**

**A.1 General**

This special provision describes excavating, segregating, loading, hauling, and disposing of contaminated soil. Contaminated soil shall be disposed of at a WDNR approved bioremediation and landfill facility. The closest WDNR approved facilities are:

Veolia Environmental Services Cranberry Creek Landfill  
2510 Engel Road  
Wisconsin Rapids, WI 54494

La Crosse County Landfill  
6500 State Road 16  
La Crosse, WI 54601



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

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

The department completed testing for soil contamination at locations within this project where excavation is required. Results indicate that solvent and/or petroleum-contaminated soil and groundwater is present within the project limits at the following location on STH 58/82:

- Station 165+50 to 165+80, from 20 feet right of reference line to construction limits right, at depths greater than 3 feet below ground surface.

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

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

Name: TRC Environmental Corp., Mr. Dan Haak or Mr. Mark Walter  
Address: 708 Heartland Trail, Madison, WI 53717  
Phone: (608) 826-3628  
Fax: (608) 826-3941  
E-mail: [DHaak@TRCSolutions.com](mailto:DHaak@TRCSolutions.com), [MWalter@TRCSolutions.com](mailto:MWalter@TRCSolutions.com)

### **A.3 Coordination**

Coordinate work under this contract with the environmental consultant retained by the department's BEES:

Name: TRC Environmental Corp., Mr. Dan Haak or Mr. Mark Walter  
Address: 708 Heartland Trail, Madison, WI 53717  
Phone: (608) 826-3628  
Fax: (608) 826-3941  
E-mail: [DHaak@TRCSolutions.com](mailto:DHaak@TRCSolutions.com), [MWalter@TRCSolutions.com](mailto:MWalter@TRCSolutions.com)

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the contaminated areas specified above to the environmental consultant. Identify the WDNR approved bioremediation and landfill facility that will be used for disposal of contaminated soils. Provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the contaminated areas, or at the preconstruction conference, whichever comes first.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the contaminated areas. Notify the environmental consultant at least three working days prior to commencement of excavation activities in the contaminated areas. Perform excavation work in this area on a continuous basis until excavation work is completed. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

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

*Supplement standard spec 107.1 with the following:*

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

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

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

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

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

Immediately report all accidents and injuries at the biopile and landfill facility to landfill management.

## **B (Vacant)**

## **C Construction**

*Supplement standard spec 205.3 with the following:*

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas. The environmental consultant will evaluate excavated soil based on field-screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

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

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- Low-level contaminated soil for reuse as fill within the construction limits, or
- Contaminated soil for bioremediation and disposal at the WDNR-licensed bioremediation and landfill facility, or
- Potentially contaminated material for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 50 cubic yards of contaminated material on-site that require additional characterization. Construct and maintain a temporary stockpile of the material in accordance to NR 718.05(3), including, but not limited to, placement of the contaminated soil on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed bioremediation and landfill facility by the contractor or, if characterized as hazardous waste, by others. As an alternative to temporarily stockpiling contaminated material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such material is encountered until such time as characterization is completed.

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

It is likely that dewatering will be required during construction. Based on laboratory results, water generated during dewatering operations should be permitted to discharge to the surface.

#### **D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.02	Excavation, Segregation, Hauling, and Disposal of Contaminated Soil	Ton

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



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

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

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

***I. BASIC CONCEPTS***

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

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

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   4   (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 2 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## ***I. RATIONALE AND SPECIAL NOTE***

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-



OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
  - i. Produce accurate and complete quotes.
  - ii. Understand highway plans applicable to their work.
  - iii. Understand specifications and contract requirements applicable to their work.
  - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

#### 2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
  - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
  - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
  - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
  - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
  - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
  - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
  - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

#### 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

#### **4. Department's DBE Evaluation Process**

##### **a. Documentation Submittal**

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

##### **i. Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

##### **ii. Bidder Does Not Meet DBE Goal**

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
  - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
  - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

#### **5. Department's Criteria for Good Faith Effort**

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
  - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
      - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
      - a. Email to all prospective DBE firms in relevant work areas
      - b. Phone call log to DBE firms who express interest via written response or call.
      - c. Fax/letter confirmation
      - d. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
  - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
    - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
    - i. Provide the following information along with department form DT1202:
      - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
      - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
      - (3) Photocopies or electronic copies of all written solicitations to DBE's.
      - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
      - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
  - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office  
6150 Fond du Lac Ave.  
Milwaukee, WI 53218  
Phone: 414-438-4583 / 608-266-6961  
Fax: 414-438-5392  
E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov)

## 6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## **7. Department's Criteria for DBE Participation**

### **Department's DBE List**

- a. The department maintains a DBE list on the department's website at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

## **8. Counting DBE Participation**

### **Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

## **9. Commercially Useful Function**

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

**10. Trucking**

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

**11. Manufacturers and Suppliers**

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

**12. DBE Prime**

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

**13. Joint Venture**

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

**14. Mentor Protégé**

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

**15. DBE Replacement**

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://www.dot.wisconsin.gov/business/engrserv/docs/policyreplacingdbe.pdf>

**16. Changes to the approved DBE Commitment Form DT1506**

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

**17. Contract Modifications**

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

**18. Payment**

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.



**APPENDIX A**  
**Sample Contractor Solicitation Letter Page 1**  
*This sample is provided as a guide not a requirement*

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GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe,  
Phone: (000) 123-4567  
Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_

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

Project ID: \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have some one contact me at this number

**Prime Contractor 's Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**DBE Contractor Contact Person**

Phone _____
Fax _____
Email _____
_____

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

## **APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

### **Primes**

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

### **DBE**

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

**APPENDIX D**  
**Good Faith Effort Evaluation Guidance**  
*Excerpt from Appendix A of 49 CFR Part 26*

**APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D.
  - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
  - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
  - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
  - c. Add attachments to a sub-quote
  - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588



**ADDITIONAL SPECIAL PROVISION 4**

Payment to all Subcontractors. Within 10 calendar days of receipt by a contractor of a progress payment for work performed, materials furnished, or materials stockpiled by a subcontractor, the contractor shall pay that subcontractor for all work satisfactorily performed and for all materials furnished or stockpiled.

The contractor agrees further to release retainage amounts to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. In addition, whenever the Department reduces the contract retainage amount, within 10 calendar days of receipt by a contractor of a retainage payment, the contractor must reduce the total amount retained from subcontractors to no more than remains retained by the Department.

The contractor shall pay the subcontractor within the time frames described above unless the contractor complies with both of the following within 10 calendar days of receiving the Department's progress payment:

- 1) The contractor notifies the subcontractor in writing that the work is not satisfactorily completed.
- 2) The contractor requests approval from the Department to delay payment because the subcontractor has not satisfactorily completed the work.

The contractor's request for approval should include the written notification to the subcontractor and shall provide sufficient documentation of good cause to assist the engineer in making a timely decision. If the engineer does not grant approval, the contractor shall pay the subcontractor within 10 calendar days of the Department's decision.

All subcontracting agreements made by a contractor shall include the above provisions and shall be binding on all contractors and subcontractors.

The contractor certifies compliance with the requirements of this Additional Special Provision by signing the contract. This clause applies to both DBE and non-DBE subcontractors.



## ADDITIONAL SPECIAL PROVISION 6

### ASP 6 - Modifications to the standard specifications

*Make the following revisions to the 2013 edition of the standard specifications:*

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#### 106.3.4.3.1 General

*Replace paragraph two with the following effective with the November 2012 letting:*

- (2) Required sampling and testing methodologies and documentation are specified in CMM chapter 8.
  - (3) If disputed, approval of materials and components, as well as acceptance of the work incorporating those materials or components, is subject to review under the QMP dispute resolution process.
- 

#### 107.17.3 Railroad Insurance Requirements

*Replace the entire text with the following effective with the August 2012 letting:*

- (1) If required by the special provisions, provide or arrange for a subcontractor to provide railroad protective liability insurance in addition to the types and limits of insurance required in 107.26. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the railroad right of way or premises of the railroad and until the department has accepted the work as specified in 105.11.2.4.
- (2) Provide railroad protective liability insurance coverage written as specified in 23 CFR part 646 subpart A. Provide a separate policy for each railroad owning tracks on the project. Ensure that the railroad protective liability insurance policies provide the following minimum limits of coverage:
  - 1. Coverage A, bodily injury liability and property damage liability; \$2 million per occurrence.
  - 2. Coverage B, physical damage to property liability; \$2 million per occurrence.
  - 3. An annual aggregate amount of \$6 million that shall apply separately to each policy renewal or extension.
- (3) Obtain coverage from insurance companies licensed to do business in Wisconsin that have an A.M. Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.
- (4) Submit the following to each railroad owning tracks on the project as evidence of that railroad's respective coverage:
  - 1. A certificate of insurance for the types and limits of insurance specified in 107.26.
  - 2. The railroad protective liability insurance policy or other acceptable documentation to the railroad company.
- (5) Submit the following to the region as evidence of the required coverage:
  - 1. A copy of the letter to the railroad company transmitting the submittal documents specified in 107.17.3(4).
  - 2. A certificate of insurance for the required railroad protective liability coverages.
- (6) Do not begin work on the right of way or premises of the railroad company until the region receives the submittals specified in 107.17.3(5) and notification from the railroad company that the contractor has provided sufficient insurance information to begin work.
- (7) Notify the railroad and the region immediately upon cancellation or initiating cancellation, whichever is earlier, or any material change in coverage. Cease operations within 50 feet of the railroad right of way immediately if insurance is cancelled or reduced. Do not resume operations until the required coverage is in force.

**460.2.8.3.1.4 Department Verification Testing Requirements**

*Replace paragraph four with the following effective with the December 2012 letting:*

- (4) The department will randomly test each design mixture at the following minimum frequency:
- FOR TONNAGES TOTALING:
- Less than 501 tons ..... no tests required
- From 501 to 5,000 tons..... one test
- More than 5,000 tons..... add one test for each additional 5,000-ton increment

**501.2.1 Portland Cement**

*Replace paragraph one with the following effective with the March 2013 letting:*

- (1) Use cement conforming to ASTM specifications as follows:
- Type I portland cement; ASTM C150.
  - Type II portland cement; ASTM C150.
  - Type III portland cement; ASTM C50, for high early strength.
  - Type IP portland-pozzolan cement; ASTM C595, except maximum loss on ignition is 2.0 percent.
  - Type IS portland blast-furnace slag cement; ASTM C595.
  - Type IL portland-limestone cement; ASTM C595, except maximum nominal limestone content is 10 percent with no individual test result exceeding 12.0 percent.

**501.2.5.5 Sampling and Testing**

*Replace the entire text with the following effective with the January 2013 letting:*

- (1) Sample and test aggregates for concrete according to the following:
- |  |                           |
|--|---------------------------|
| Sampling aggregates .....  | AASHTO T2                 |
| Lightweight pieces in aggregate .....                                | AASHTO T113               |
| Material finer than No. 200 sieve .....                              | AASHTO T11                |
| Unit weight of aggregate .....                                       | AASHTO T19                |
| Organic impurities in sands .....                                    | AASHTO T21                |
| Sieve analysis of aggregates .....                                   | AASHTO T27                |
| Effect of organic impurities in fine aggregate .....                 | AASHTO T71                |
| Los Angeles abrasion of coarse aggregate .....                       | AASHTO T96                |
| Freeze-thaw soundness of coarse aggregate.....                       | AASHTO T103               |
| Sodium sulfate soundness of aggregates .....                         | AASHTO T104               |
| Specific gravity and absorption of fine aggregate .....              | AASHTO T84                |
| Specific gravity and absorption of coarse aggregate .....            | AASHTO T85                |
| Flat & elongated pieces based on a 3:1 ratio.....                    | ASTM D4791 <sup>[1]</sup> |
| Sampling fresh concrete .....  | AASHTO R60                |
| Making and curing concrete compressive strength test specimens ..... | AASHTO T23                |
| Compressive strength of molded concrete cylinders .....              | AASHTO T22                |

<sup>[1]</sup> As modified in CMM 8-60.

**501.2.6 Fly Ash**

*Replace paragraph three with the following effective with the March 2013 letting:*

- (3) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.

---

**501.3.1.1.1 Air-Entrained Concrete**

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Prepare air-entrained concrete with type I, IL, II, IS, or IP portland cement and sufficient air-entraining admixture to produce concrete with the air content specified in 501.3.2.4.

---

**503.2.2 Concrete**

Replace paragraph five with the following effective with the March 2013 letting:

- (5) Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use non-air-entrained concrete. Use type I, IL, IS, , IP, II, or III portland cement. The contractor may replace up to 30 percent of type I, IL, II, or III portland cement with an equal weight of fly ash, slag, or a combination of fly ash and slag, except for prestressed box girders and slabs, the contractor shall replace 20-30 percent of the cement with fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.6 and slag conforms to 501.2.7. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.2 for air-entrained concrete. Use only size No. 1 coarse aggregate conforming to 501.2.5.4.

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**506.3.22 Shop Inspection**

Replace paragraph one with the following effective with the July 2010 letting:

- (1) The engineer or an independent inspection agency under department contract may inspect all structural steel and miscellaneous metals furnished. The department will provide the contractor with monthly consultant inspection invoices and identify any quality deficiencies at the fabrication facility.

---

**506.5 Payment**

Add paragraph nine as follows effective with the June 2010 letting:

- (9) The department will limit costs for inspections conducted under 506.3.2 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

---

**507.2.2.1 General**

Replace paragraph four with the following effective with the December 2012 letting:

- (4) Ensure that there are no unsound knots or knot holes. Also ensure that there are no tight knots of a diameter exceeding one-quarter of the greater dimension at the point where they occur. Measure a knot by taking its diameter at right angles to the length of the timber. Ensure that the sum of sizes of all knots in any one-foot length does not exceed 2 times the size of the largest allowed single knot. The engineer will treat cluster knots as if they were a single knot. A cluster knot is 2 or more knots grouped together, with the fibers of the wood deflected around the entire unit.

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**512.3.1 Driving and Cutting Off**

Replace the entire text with the following effective with the December 2012 letting:

**512.3.1.1 General**

- (1) Coordinate driving operations to prevent damage or displacement of concrete in substructure units or damage to adjacent facilities due to vibrations.
- (2) Drive sheeting with a variation of 1/4 inch or less per foot from the vertical or from the batter the plans show. Ensure that the sheetpiles are within 6 inches of the plan position after driving. Do not damage sheetpiles attempting to correct for misalignment.

- (3) Remove and replace, or otherwise correct, sheetpiles the engineer deems unacceptable under 105.3. Submit details of planned corrections to the engineer for review and approval before initiating any corrective actions.
- (4) Drive sheetpiles to or beyond the required tip elevation the plans show.

#### **512.3.1.2 Driving System**

- (1) Furnish a sheetpile driving system capable of driving the sheetpiles to the required minimum tip elevation the plans show.
- (2) The engineer may order the contractor to remove a pile driving system component from service if it causes insufficient energy transfer or damages the sheetpiles. Do not return a component to service until the engineer determines that it has been satisfactorily repaired or adjusted.
- (3) Drive sheetpiles with diesel, air, steam, gravity, hydraulic, or vibratory hammers.

#### **512.3.1.3 Cut-Offs**

- (1) Cut off sheetpiles at the elevations the plans show or as the engineer directs. Pile cut-offs become the property of the contractor. Dispose of cut-offs not incorporated into the work.

### **518.2.1 General**

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Furnish portland cement and water as specified in 501.2. Unless the engineer allows an alternate, use either type I, IL, IS, , or IP portland cement.

### **526.3.3 Temporary Structures**

Replace paragraphs two through four with the following effective with the January 2013 letting:

- (2) Inspect temporary structures conforming to the National Bridge Inspection Standards (NBIS) and the department's structure inspection manual before opening to traffic. Perform additional inspections, as the department's structure inspection manual requires, based on structure type and time in service. Submit inspection reports on department form DT2007 to the engineer and electronic copies to the department's bureau of structures maintenance section. Ensure that a department-certified active team leader, listed online in the department's highway structures information system (HSIS), performs the inspections.
- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.4. Contractor-furnished materials remain the contractor's property upon removal.

### **614.2.5 Wood Posts and Offset Blocks**

Retitle and replace the entire text with the following effective with the July 2012 letting:

#### **614.2.5 Posts and Offset Blocks**

##### **614.2.5.1 Wood Posts and Offset Blocks**

- (1) Furnish sawed posts and offset blocks of one of the following species:
 

Douglas fir	Southern pine	Ponderosa pine	Jack pine	White pine
Red pine	Western hemlock	Western larch	Hem-fir	Oak
- (2) Ensure that posts are the size the plans show and conform to the nominal and minimum dimensions tabulated in 507.2.2.3. The contractor does not have to surface the posts. Provide posts of the net length the plans show after setting and cut off.
- (3) Use stress graded posts rated at 1200 psi  $f_b$  or higher. Determine the stress grade rating for douglas fir, western larch, and southern pine as specified in 507.2.2.4.
- (4) For hem-fir, hemlock, red pine, white pine, jack pine, ponderosa pine, and oak conform to the following:

TABLE 614-1 PROPERTIES FOR WOOD POSTS AND BLOCKS

SPECIES			WESTERN HEMLOCK, HEM-FIR, RED PINE, WHITE PINE, JACK PINE, PONDEROSA PINE		OAK	
MAXIMUM SLOPE OF GRAIN			1 in 15		1 in 12	
NOMINAL WIDTH OF FACE			6"	8"	6"	8"
SHAKES, CHECKS, AND SPLITS	GREEN		1"	1 3/8"	2 3/8"	3 1/8"
	SEASONED		1 1/2"	2"	2 5/8"	3 1/2"
MAXIMUM WANE			1"	1 3/8"	1 1/8"	1 5/8"
MAXIMUM ALLOWABLE KNOTS	NARROW FACE	MIDDLE 1/3 OF LENGTH	1 3/8"	1 5/8"	2 1/8"	2 3/8"
		END <sup>[1]</sup>	2 3/4"	3 1/4"	4 1/4"	4 3/4"
		SUM IN MIDDLE 1/2 OF LENGTH <sup>[2]</sup>	11"	13"	17"	19
	WIDE FACE	EDGE KNOT N MIDDLE 1/3 OF LENGTH	1 3/8"	1 5/8"		
		EDGE KNOT AT END <sup>[1]</sup>	2 3/4" 7	3 1/4"		
		CENTERLINE	1 3/8"	1 7/8"	2 1/4"	2 7/8"
		SUM IN MIDDLE 1/2 OF LENGTH	5 1/2"	7 1/2"	9"	11 1/2"

<sup>[1]</sup> But do not exceed the maximum allowable knot on the centerline of the wide face of the same piece.

<sup>[2]</sup> But do not exceed 4 times the maximum allowable knot on the centerline of the wide face of the same piece.

- (5) Pressure treat posts and offset blocks as specified in 507.2.2.6. Use one of the oil-soluble preservatives or chromated copper arsenate conforming to 507.2.3. Use the same material for offset blocks and posts and treat material used in each continuous installation with the same type of preservative.

#### 614.2.5.2 Steel Posts

- (1) Furnish steel posts conforming to AASHTO M270 Grade 36 and galvanized according to AASTHO M111.

#### 614.2.5.3 Plastic Offset Blocks

- (1) Furnish plastic offset blocks from the department's approved products list.

### 614.3.1 General

Replace the entire text with the following effective with the July 2012 letting:

- (1) Paint the ends of cut-off galvanized posts, rail, bolts, cut or drilled surfaces of galvanized components, and areas of damaged zinc coating with 2 coats of zinc dust/zinc oxide paint. Clean the damaged and adjacent areas thoroughly before applying paint.
- (2) Apply 2 coats of wood preservative to cut surfaces of wood components. Use the same preservative originally used to treat that component or use a 2-percent solution of copper naphthenate conforming to AWWA Standard P8 or P36.

#### 614.3.2.1 Installing Posts

Replace paragraph four with the following effective with the July 2012 letting:

- (4) Cut post tops to the finished elevation the plans show.

**628.2.13 Rock Bags**

*Replace paragraph one with the following effective with the November 2012 letting:*

- (1) Furnish rock bags made of a porous, ultraviolet resistant, high-density polyethylene or geotextile fabric that will retain 70% of its original strength after 500 hours of exposure according to ASTM D4355 and a minimum in-place filled size of 18-inches long by 12-inches wide by 6-inches high. Ensure that the fabric conforms to the following:

TEST REQUIREMENT	METHOD	VALUE
Minimum Tensile	ASTM D4632	
Machine direction		70 lb minimum
Cross direction		40 lb minimum
Elongation	ASTM D4632	
Machine direction		20% minimum
Cross direction		10 % min
Puncture	ASTM 4833	65 lbs minimum
Minimum Apparent Opening		0.0234 inches (No. 30 sieve)
Maximum Apparent Opening		0.0787 inches (No. 10 sieve)

**639.2.1 General**

*Replace paragraph two with the following effective with the March 2013 letting:*

- (2) For grout use fine aggregate conforming to 501.2.5.3 and type I, IL, IS, or IP portland cement.

**649.3.1 General**

*Replace paragraphs three and four with the following effective with the March 2013 letting:*

- (3) For pavements open to all traffic, apply centerline and no-passing barrier line markings as follows:
- On intermediate pavement layers, including milled surfaces, on the same day the pavement is placed or milled.
  - On the upper layer of pavement, on the same day the pavement is placed unless the contractor applies permanent marking on the same day the pavement is placed.

If weather conditions preclude same-day application, apply as soon as weather allows. Do not resume next-day construction operations until these markings are completed unless the engineer allows otherwise.

- (4) If required to apply no passing zone temporary pavement marking, reference the beginning and end of all existing no-passing barrier lines. Apply temporary no-passing barrier lines at those existing locations. If the contract contains the Locating No-Passing Zones bid item, relocate the no-passing zones as specified in section 648 for permanent marking.

**701.4.2 Verification Testing**

*Replace paragraph two with the following effective with the December 2012 letting:*

- (2) The department will sample randomly at locations independent of the contractor's QC tests and use separate equipment and laboratories. The department will conduct a minimum of one verification test for each 5 contractor QC tests unless specific QMP provisions specify otherwise.

**715.2.3.1 Pavements**

*Replace paragraph two with the following effective with the March 2013 letting:*

- (2) Provide a minimum cement content of 565 pounds per cubic yard, except if using type I, IL, or III portland cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.



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**715.3.1.3 Department Verification Testing**

Replace paragraph one with the following effective with the December 2012 letting:

- (1) The department will perform verification testing as specified in 701.4.2 except as follows:
  - Air content, slump, and temperature: a minimum of 1 verification test per lot.
  - Compressive strength: a minimum of 1 verification test per lot.

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**Errata**

Make the following corrections to the 2013 edition of the standard specifications:

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**102.12 Public Opening of Proposals**

Correct 102.12(1) errata by changing htm to shtm in the web link.

- (1) The department will publicly open proposals at the time and place indicated in the notice to contractors. The department will post the total bid for each proposal on the Bid Express web site beginning at 9:30 AM except as specified in 102.8. If a proposal has no total bid shown, the department will not post the bid. After verification for accuracy under 103.1, the department will post bid totals on the department's HCCI web site.

<http://roadwaystandards.dot.wi.gov/hcci/bid-letting/index.shtm>

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**107.22 Contractor's Responsibility for Utility Facilities, Property, and Services**

Correct errata by eliminating references to the department. Costs are determined by statute.

- (3) If the contractor damages or interrupts service, the contractor shall notify the utility promptly. Coordinate and cooperate with the utility in the repair of the facility. Determine who is responsible for repair costs according to Wisconsin statutes 66.0831 and 182.0175(2).
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**204.3.2.2 Removing Items**

Correct errata by changing the reference from 490.3.2 to 490.3.

- (5) Under the Removing Asphaltic Surface Milling bid item, remove and dispose of existing asphaltic pavement or surfacing by milling at the location and to the depth the plans show. Mill the asphaltic pavement or surfacing as specified for milling salvaged asphaltic pavement in 490.3.
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**501.2.9 Concrete Curing Materials.**

Correct errata by changing AASHTO M171 to ASTM C171.

- (4) Furnish polyethylene-coated burlap conforming to ASTM C171 for white burlap-polyethylene sheets.
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**506.2.6.5.2 Pad Construction**

Correct errata by changing ASTM A570 to ASTM A1011.

- (4) For the internal steel plates use rolled mild steel conforming to ASTM A36, or ASTM A1011 grade
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**512.3.3 Painting**

Correct errata by changing 511.3.5 to 550.3.11.3.

- (1) Paint permanent steel sheet piling as specified for painting steel piling in 550.3.11.3.

**513.2.2.8 Toggle Bolts**Correct errata by changing ASTM A570 to ASTM A1011.

- (1) Use toggle bolts made of steel, conforming to the plans. Make the assembly from the material specified below:

Toggle bolt and pin ..... Cold finished steel heat-treated Brinell 311-363 ASTM A354.  
 Toggle washer ..... Hot rolled steel ASTM A1011. Manufacturer's standard washer.  
 Spacer nut ..... Grade 1213, ASTM A108. Cold finished steel heat-treated ASTM A325.

**660.2.1 General**Correct errata by changing section 511 to 550.

- (1) Furnish materials conforming to the following:

Concrete ..... section 501  
 Concrete bridges ..... section 502  
 Luminaires ..... section 659  
 Steel piling ..... section 550  
 Steel reinforcement..... section 505

**660.3.2.3 Pile Type Foundations**Correct errata by changing section 511 to 550.

- (1) Drive piles as specified in for steel piling in section 550.

**701.3 Contractor Testing**Correct errata by updating AASHTO T141 to AASHTO R60 and changing AASHTO T309 to ASTM C1064.

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

**TABLE 701-2 TESTING STANDARDS**

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 <sup>[1]</sup>
Sieve analysis of fine and coarse aggregate	AASHTO T27 <sup>[1]</sup>
Aggregate moisture	AASHTO T255 <sup>[1]</sup>
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup>
Concrete slump	AASHTO T119 <sup>[2]</sup>
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

<sup>[1]</sup> As modified in CMM 8-60.

<sup>[2]</sup> As modified in CMM 8-70.

**ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.



**ADDITIONAL SPECIAL PROVISION 9**  
**Electronic Certified Payroll Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at: <http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at: <http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/crc-basic-info.pdf>



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SEPTEMBER 2002**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2012**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**BUY AMERICA**

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.

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these Buy America provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/hidden/ws4567.doc>

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

**I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES**

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe



benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
JUNEAU COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on April 1, 2012

**CLASSIFICATION:** Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

**OVERTIME:** Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

**FUTURE INCREASE:** If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

**PREMIUM PAY:** If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	32.66	15.92	48.58
Carpenter	29.06	15.16	44.22
Cement Finisher	29.91	16.45	46.36
Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/ 1/ 16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	27.40	16.54	43.94
Future Increase(s): Add \$.50/hr. on 06/04/2012			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	35.62	0.00	35.62
Ironworker	30.90	19.11	50.01
Line Constructor (Electrical)	35.97	18.08	54.05
Painter	20.85	7.34	28.19
Pavement Marking Operator	26.04	13.28	39.32
Piledriver	29.56	15.16	44.72
Roofer or Waterproofor	21.04	0.00	21.04
Teledata Technician or Installer	21.26	12.29	33.55
Tuckpointer, Caulker or Cleaner	30.65	7.00	37.65
Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	14.27	49.77

<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>
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	13.07	38.25
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

**TRUCK DRIVERS**

Single Axle or Two Axle	22.35	16.19	38.54
Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Three or More Axle	22.50	16.19	38.69
Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	26.77	18.90	45.67
Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Pavement Marking Vehicle	23.99	14.63	38.62
Shadow or Pilot Vehicle	24.76	15.35	40.11
Truck Mechanic	24.91	15.35	40.26

**LABORERS**

General Laborer	26.92	13.45	40.37
Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	24.26	13.98	38.24
Landscaper	26.92	13.45	40.37
Future Increase(s): Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	23.55	13.45	37.00
Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin			

<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>
Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	1.15	16.15
Railroad Track Laborer	23.96	8.46	32.42

### HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	34.22	18.90	53.12
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.72	18.90	52.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor	33.22	18.90	52.12

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	32.96	18.90	51.86
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.22	18.90	52.12
Fiber Optic Cable Equipment.	22.00	6.04	28.04

SUPERSEDES DECISION WI20070010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

DECISION NUMBER: W1080010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 1, 2013

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	Truck Drivers:	Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$26.92 .....	13.45	1 & 2 Axles .....	23.16 .....	17.13
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	27.02 .....	13.45	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	23.31 .....	17.13
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	27.07 .....	13.45			
Group 4: Line and Grade Specialist .....	27.27 .....	13.45			
Group 5: Blaster and Powderman .....	27.12 .....	13.45			
Group 6: Flagperson; Traffic Control.....	23.55 .....	13.45			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	30.20.....	17.19
Carpenter .....	30.48.....	15.80
Millwright .....	32.11.....	15.80
Piledriverman .....	30.98.....	15.80
Ironworker .....	31.25 .....	19.48
Cement Mason/Concrete Finisher .....	31.37.....	16.85
Electrician .....	See Page 3	
Line Construction		
Lineman.....	38.25.....	18.00
Heavy Equipment Operator .....	34.43.....	16.71
Equipment Operator.....	30.60.....	15.41
Heavy Groundman Driver.....	26.78 .....	14.11
Light Groundman Driver .....	24.86.....	13.45
Groundsman.....	21.04.....	12.16
Painters .....	23.37 .....	11.52
Well Drilling:		
Well Driller.....	16.52.....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 4, 2013; Modification #1 dated February 1, 2013.

SUPERSEDES DECISION WI20070010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

DECISION NUMBER: W1080010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 1, 2013

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer .....	\$35.22	\$19.65	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator. ....	\$34.22	\$19.65
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. ....	\$34.72	\$19.65	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. ....	\$33.96	\$19.65
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper. ....	\$33.67	\$19.65
			Group 6: Off - road material hauler with or without ejector.....	\$27.77	\$19.65
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20070010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

DECISION NUMBER: W1080010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 1, 2013

LABORERS CLASSIFICATION: Rates Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1	\$27.80	16.52		
Area 2:				
Electricians.....	29.13	17.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000 .....	26.24	16.85		
Electrical contracts over \$130,000 .....	29.41	16.97		
Area 4:	28.10	17.24		
Area 5	28.61	16.60		
Area 6	35.25	19.30	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	30.00	17.76	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	32.94	18.71	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 10	28.97	19.55		
Area 11	31.27	23.12		
Area 12	32.87	19.23		
Area 13	32.20	21.64	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Teledata System Installer				
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician .....	21.89	11.83		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer .....	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician.....	24.75	16.04	Area 14 -	Statewide.
Area 1 -			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.				
Area 2 -				
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES				
Area 3 -				
FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)				



**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20130409003PROJECT(S):  
5020-05-71FEDERAL ID(S):  
WISC 2013073

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

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

## SECTION 0001 CONTRACT ITEMS

0010	108.4300 RBC PROGRESS SCHEDULE	EACH 1.000	.		.	
0020	201.0105 CLEARING	STA 2.000	.		.	
0030	201.0120 CLEARING	ID 155.000	.		.	
0040	201.0205 GRUBBING	STA 2.000	.		.	
0050	201.0220 GRUBBING	ID 349.000	.		.	
0060	204.0100 REMOVING PAVEMENT	SY 12.000	.		.	
0070	204.0110 REMOVING ASPHALTIC SURFACE	SY 40.000	.		.	
0080	204.0120 REMOVING ASPHALTIC SURFACE MILLING	SY 10,446.000	.		.	
0090	204.0150 REMOVING CURB & GUTTER	LF 8,144.000	.		.	
0100	204.0155 REMOVING CONCRETE SIDEWALK	SY 2,342.000	.		.	

## SCHEDULE OF ITEMS

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CONTRACT:  
20130409003PROJECT(S):  
5020-05-71FEDERAL ID(S):  
WISC 2013073

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0195 REMOVING CONCRETE BASES	8.000 EACH	.		.	
0120	204.0210 REMOVING MANHOLES	14.000 EACH	.		.	
0130	204.0220 REMOVING INLETS	19.000 EACH	.		.	
0140	204.0245 REMOVING STORM SEWER (SIZE) 01. 12-INCH OR LESS	527.000 LF	.		.	
0150	204.0245 REMOVING STORM SEWER (SIZE) 02. 15 TO 18-INCH	730.000 LF	.		.	
0160	204.0245 REMOVING STORM SEWER (SIZE) 03. 20 TO 27-INCH	165.000 LF	.		.	
0170	204.0245 REMOVING STORM SEWER (SIZE) 04. 30 TO 36-INCH	4.000 LF	.		.	
0180	204.0245 REMOVING STORM SEWER (SIZE) 05. 24X38-INCH	211.000 LF	.		.	
0190	204.0280 SEALING PIPES	2.000 EACH	.		.	
0200	204.9060.S REMOVING (ITEM DESCRIPTION) 01. DECORATIVE STREET LIGHT	6.000 EACH	.		.	
0210	204.9060.S REMOVING (ITEM DESCRIPTION) 02. SIGN COVER	8.000 EACH	.		.	

## SCHEDULE OF ITEMS

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	204.9090.S REMOVING (ITEM DESCRIPTION) 01. CHAIN LINK FENCE	170.000 LF	.		.	
0230	205.0100 EXCAVATION COMMON	13,656.000 CY	.		.	
0240	213.0100 FINISHING ROADWAY (PROJECT) 01. 5020-05-71	1.000 EACH	.		.	
0250	214.0100 OBLITERATING OLD ROAD	7.000 STA	.		.	
0260	305.0110 BASE AGGREGATE DENSE 3/4-INCH	2.000 TON	.		.	
0270	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	9,648.000 TON	.		.	
0280	312.0110 SELECT CRUSHED MATERIAL	4,107.000 TON	.		.	
0290	405.0100 COLORING CONCRETE RED	83.000 CY	.		.	
0300	415.0080 CONCRETE PAVEMENT 8-INCH	14,835.000 SY	.		.	
0310	415.0210 CONCRETE PAVEMENT GAPS	7.000 EACH	.		.	
0320	415.1080 CONCRETE PAVEMENT HES 8-INCH	270.000 SY	.		.	

## SCHEDULE OF ITEMS

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WISC 2013073

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	416.0170 CONCRETE DRIVEWAY 7-INCH	999.000 SY	.		.	
0340	416.0270 CONCRETE DRIVEWAY HES 7-INCH	115.000 SY	.		.	
0350	416.0508 CONCRETE ROUNDAABOUT TRUCK APRON 8-INCH	372.000 SY	.		.	
0360	416.0620 DRILLED DOWEL BARS	31.000 EACH	.		.	
0370	455.0105 ASPHALTIC MATERIAL PG58-28	78.000 TON	.		.	
0380	455.0605 TACK COAT	314.000 GAL	.		.	
0390	460.1103 HMA PAVEMENT TYPE E-3	1,428.000 TON	.		.	
0400	460.2000 INCENTIVE DENSITY HMA PAVEMENT	850.000 DOL	1.00000		850.00	
0410	465.0105 ASPHALTIC SURFACE	309.000 TON	.		.	
0420	465.0310 ASPHALTIC CURB	18.000 LF	.		.	
0430	465.0315 ASPHALTIC FLUMES	5.000 SY	.		.	

## SCHEDULE OF ITEMS

REVISED:

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5020-05-71FEDERAL ID(S):  
WISC 2013073

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	520.8000 CONCRETE COLLARS FOR PIPE	4.000 EACH	.		.	
0450	532.0200.S WALL MODULAR BLOCK GRAVITY	120.000 SF	.		.	
0460	601.0405 CONCRETE CURB & GUTTER 18-INCH TYPE A	211.000 LF	.		.	
0470	601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A	2,353.000 LF	.		.	
0480	601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D	384.000 LF	.		.	
0490	601.0452 CONCRETE CURB & GUTTER INTEGRAL 30-INCH TYPE D	5,033.000 LF	.		.	
0500	601.0580 CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R	305.000 LF	.		.	
0510	601.0600 CONCRETE CURB PEDESTRIAN	125.000 LF	.		.	
0520	602.0410 CONCRETE SIDEWALK 5-INCH	33,045.000 SF	.		.	
0530	602.0515 CURB RAMP DETECTABLE WARNING FIELD NATURAL PATINA	472.000 SF	.		.	
0540	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	574.000 LF	.		.	

## SCHEDULE OF ITEMS

REVISED:

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20130409003PROJECT(S):  
5020-05-71FEDERAL ID(S):  
WISC 2013073

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0550	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH	125.000 LF	.		.	
0560	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	50.000 LF	.		.	
0570	608.0412 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 12-INCH	345.000 LF	.		.	
0580	608.0418 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 18-INCH	429.000 LF	.		.	
0590	608.0421 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 21-INCH	130.000 LF	.		.	
0600	610.0419 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-IV 19X30-INCH	129.000 LF	.		.	
0610	610.0424 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-IV 24X38-INCH	171.000 LF	.		.	
0620	611.0530 MANHOLE COVERS TYPE J	12.000 EACH	.		.	
0630	611.0545 MANHOLE COVERS TYPE L	1.000 EACH	.		.	
0640	611.0606 INLET COVERS TYPE B	1.000 EACH	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
0650	611.0612 INLET COVERS TYPE C	1.000 EACH	.		.	
0660	611.0624 INLET COVERS TYPE H	33.000 EACH	.		.	
0670	611.0652 INLET COVERS TYPE T	1.000 EACH	.		.	
0680	611.0666 INLET COVERS TYPE Z	2.000 EACH	.		.	
0690	611.2004 MANHOLES 4-FT DIAMETER	6.000 EACH	.		.	
0700	611.2006 MANHOLES 6-FT DIAMETER	5.000 EACH	.		.	
0710	611.2008 MANHOLES 8-FT DIAMETER	1.000 EACH	.		.	
0720	611.3003 INLETS 3-FT DIAMETER	3.000 EACH	.		.	
0730	611.3004 INLETS 4-FT DIAMETER	6.000 EACH	.		.	
0740	611.3230 INLETS 2X3-FT	20.000 EACH	.		.	
0750	611.8110 ADJUSTING MANHOLE COVERS	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0760	611.8120.S COVER PLATES TEMPORARY	5.000 EACH	.		.	
0770	616.0406 FENCE CHAIN LINK SALVAGED 6-FT	420.000 LF	.		.	
0780	616.0700.S FENCE SAFETY	350.000 LF	.		.	
0790	619.1000 MOBILIZATION	1.000 EACH	.		.	
0800	620.0200 CONCRETE MEDIAN BLUNT NOSE	150.000 SF	.		.	
0810	620.0300 CONCRETE MEDIAN SLOPED NOSE	465.000 SF	.		.	
0820	624.0100 WATER	120.000 MGAL	.		.	
0830	625.0100 TOPSOIL	12,349.000 SY	.		.	
0840	625.0105 TOPSOIL	147.000 CY	.		.	
0850	627.0200 MULCHING	3,369.000 SY	.		.	
0860	628.1504 SILT FENCE	1,360.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0870	628.1520 SILT FENCE MAINTENANCE	2,720.000 LF	.		.	
0880	628.1905 MOBILIZATIONS EROSION CONTROL	12.000 EACH	.		.	
0890	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	6.000 EACH	.		.	
0900	628.2006 EROSION MAT URBAN CLASS I TYPE A	3,684.000 SY	.		.	
0910	628.7005 INLET PROTECTION TYPE A	3.000 EACH	.		.	
0920	628.7015 INLET PROTECTION TYPE C	29.000 EACH	.		.	
0930	628.7020 INLET PROTECTION TYPE D	67.000 EACH	.		.	
0940	628.7560 TRACKING PADS	2.000 EACH	.		.	
0950	629.0210 FERTILIZER TYPE B	4.500 CWT	.		.	
0960	630.0140 SEEDING MIXTURE NO. 40	126.000 LB	.		.	
0970	631.0300 SOD WATER	269.000 MGAL	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0980	631.1000 SOD LAWN	4,750.000 SY	.		.	
0990	632.0101 TREES (SPECIES, ROOT, SIZE) 01. IOWA JUNIPER, B&B, 5-FT HT	4.000 EACH	.		.	
1000	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 01. BUSH CINQUEFOIL, CG, 2-FT HT	25.000 EACH	.		.	
1010	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 02. FRAGRANT GRO-LOW SUMAC, CG, 2-FT HT	18.000 EACH	.		.	
1020	632.9101 LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES	10.000 EACH	.		.	
1030	634.0614 POSTS WOOD 4X6-INCH X 14-FT	13.000 EACH	.		.	
1040	634.0616 POSTS WOOD 4X6-INCH X 16-FT	18.000 EACH	.		.	
1050	634.0618 POSTS WOOD 4X6-INCH X 18-FT	6.000 EACH	.		.	
1060	634.0622 POSTS WOOD 4X6-INCH X 22-FT	1.000 EACH	.		.	
1070	634.0808 POSTS TUBULAR STEEL 2X2-INCH X 8-FT	8.000 EACH	.		.	
1080	634.0809 POSTS TUBULAR STEEL 2X2-INCH X 9.5-FT	6.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1090	634.0811 POSTS TUBULAR STEEL 2X2-INCH X 11-FT	34.000 EACH	.		.	
1100	634.0812 POSTS TUBULAR STEEL 2X2-INCH X 12-FT	12.000 EACH	.		.	
1110	634.0814 POSTS TUBULAR STEEL 2X2-INCH X 14-FT	8.000 EACH	.		.	
1120	637.0202 SIGNS REFLECTIVE TYPE II	879.000 SF	.		.	
1130	638.2102 MOVING SIGNS TYPE II	1.000 EACH	.		.	
1140	638.2602 REMOVING SIGNS TYPE II	143.000 EACH	.		.	
1150	638.3000 REMOVING SMALL SIGN SUPPORTS	41.000 EACH	.		.	
1160	642.5401 FIELD OFFICE TYPE D	1.000 EACH	.		.	
1170	643.0100 TRAFFIC CONTROL (PROJECT) 01. 5020-05-71	1.000 EACH	.		.	
1180	643.0300 TRAFFIC CONTROL DRUMS	7,630.000 DAY	.		.	
1190	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	8,895.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1200	643.0500 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS	133.000 EACH	.		.	
1210	643.0600 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES	133.000 EACH	.		.	
1220	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	13,170.000 DAY	.		.	
1230	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	1,883.000 DAY	.		.	
1240	643.0900 TRAFFIC CONTROL SIGNS	9,293.000 DAY	.		.	
1250	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II	1.000 EACH	.		.	
1260	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	73.000 SF	.		.	
1270	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 5020-05-71	1.000 EACH	.		.	
1280	643.3000 TRAFFIC CONTROL DETOUR SIGNS	24,001.000 DAY	.		.	
1290	646.0106 PAVEMENT MARKING EPOXY 4-INCH	18,270.000 LF	.		.	
1300	646.0126 PAVEMENT MARKING EPOXY 8-INCH	185.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1310	646.0156 PAVEMENT MARKING EPOXY 18-INCH	110.000 LF	.		.	
1320	646.0600 REMOVING PAVEMENT MARKINGS	2,450.000 LF	.		.	
1330	647.0110 PAVEMENT MARKING RAILROAD CROSSINGS EPOXY	4.000 EACH	.		.	
1340	647.0356 PAVEMENT MARKING WORDS EPOXY	4.000 EACH	.		.	
1350	647.0456 PAVEMENT MARKING CURB EPOXY	60.000 LF	.		.	
1360	647.0556 PAVEMENT MARKING STOP LINE EPOXY 12-INCH	130.000 LF	.		.	
1370	647.0606 PAVEMENT MARKING ISLAND NOSE EPOXY	6.000 EACH	.		.	
1380	647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH	95.000 LF	.		.	
1390	647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH	870.000 LF	.		.	
1400	647.0773 PAVEMENT MARKING CROSSWALK PAINT 12-INCH	120.000 LF	.		.	
1410	647.0776 PAVEMENT MARKING CROSSWALK EPOXY 12-INCH	555.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1420	649.0200 TEMPORARY PAVEMENT MARKING REFLECTIVE PAINT 4-INCH	4,745.000 LF	.		.	
1430	649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH	7,345.000 LF	.		.	
1440	649.0600 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 6-INCH	120.000 LF	.		.	
1450	650.4000 CONSTRUCTION STAKING STORM SEWER	47.000 EACH	.		.	
1460	650.4500 CONSTRUCTION STAKING SUBGRADE	4,347.000 LF	.		.	
1470	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER	8,887.000 LF	.		.	
1480	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	4,347.000 LF	.		.	
1490	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 5020-05-71	LUMP	LUMP		.	
1500	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 5020-05-71	LUMP	LUMP		.	
1510	650.9920 CONSTRUCTION STAKING SLOPE STAKES	3,936.000 LF	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
1520	652.0125 CONDUIT RIGID METALLIC 2-INCH	30.000 LF	.		.	
1530	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	4,382.000 LF	.		.	
1540	652.0605 CONDUIT SPECIAL 2-INCH	25.000 LF	.		.	
1550	652.0700.S INSTALL CONDUIT INTO EXISTING ITEM	2.000 EACH	.		.	
1560	653.0140 PULL BOXES STEEL 24X42-INCH	17.000 EACH	.		.	
1570	654.0105 CONCRETE BASES TYPE 5	35.000 EACH	.		.	
1580	654.0200 CONCRETE CONTROL CABINET BASES TYPE 6	1.000 EACH	.		.	
1590	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	4,560.000 LF	.		.	
1600	655.0615 ELECTRICAL WIRE LIGHTING 10 AWG	9,337.000 LF	.		.	
1610	655.0620 ELECTRICAL WIRE LIGHTING 8 AWG	13,029.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1620	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. STATION 146+65, 30.5' LT.	LUMP	LUMP			.
1630	657.0255 TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE	26.000 EACH	.		.	
1640	657.0322 POLES TYPE 5-ALUMINUM	26.000 EACH	.		.	
1650	657.0710 LUMINAIRE ARMS TRUSS TYPE 4 1/2-INCH CLAMP 12-FT	26.000 EACH	.		.	
1660	659.0115 LUMINAIRES UTILITY HPS 150 WATTS	26.000 EACH	.		.	
1670	690.0150 SAWING ASPHALT	1,671.000 LF	.		.	
1680	690.0250 SAWING CONCRETE	773.000 LF	.		.	
1690	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	4,510.000 DOL	1.00000		4510.00	
1700	999.1000.S SEISMOGRAPH	LUMP	LUMP			.
1710	999.1500.S CRACK AND DAMAGE SURVEY	LUMP	LUMP			.

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			DOLLARS	CTS	DOLLARS	CTS
1720	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	2,000.000 HRS	5.00000		10000.00	
1730	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	1,320.000 HRS	5.00000		6600.00	
1740	SPV.0035 SPECIAL 01. SPECIAL TRENCH BEDDING	100.000 CY	.		.	
1750	SPV.0045 SPECIAL 01. TEMPORARY CROSSWALK ACCESS	207.000 DAY	.		.	
1760	SPV.0060 SPECIAL 01. UTILITY LINE OPENING (ULO)	16.000 EACH	.		.	
1770	SPV.0060 SPECIAL 02. TEMPORARY CURB RAMP	1.000 EACH	.		.	
1780	SPV.0060 SPECIAL 03. TEMPORARY INLET CASTING	4.000 EACH	.		.	
1790	SPV.0060 SPECIAL 04. MANHOLE SPECIAL 7-FT X 10-FT	4.000 EACH	.		.	
1800	SPV.0060 SPECIAL 05. RECONNECT STORM SEWER LATERALS	2.000 EACH	.		.	
1810	SPV.0060 SPECIAL 06. TEMPORARY MAILBOX	7.000 EACH	.		.	
1820	SPV.0060 SPECIAL 07. LIGHTING UNIT, BLACK FINISH	26.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1830	SPV.0060 SPECIAL 08. LIGHTING CONTROL CABINET	1.000 EACH	.		.	
1840	SPV.0060 SPECIAL 09. DECORATIVE LUMINAIRE AND POLE ASSEMBLY 15-FT	9.000 EACH	.		.	
1850	SPV.0060 SPECIAL 10. REMOVE AND RESET MAILBOX	7.000 EACH	.		.	
1860	SPV.0060 SPECIAL 11. CORING FOR POSTS WOOD	1.000 EACH	.		.	
1870	SPV.0060 SPECIAL 12. ABANDON EXISTING WATER SERVICE AND CURB STOP	1.000 EACH	.		.	
1880	SPV.0060 SPECIAL 13. REMOVE, SALVAGE, AND REINSTALL EXISTING HYDRANT	3.000 EACH	.		.	
1890	SPV.0060 SPECIAL 14. NEW CASTING, REPLACE ADJ, WATERPROOF & ADJUST EXIST SANITARY MH < OR = TO 6"	11.000 EACH	.		.	
1900	SPV.0060 SPECIAL 15. NEW CASTING, REPLACE ADJ, WATERPROOF & ADJUST EXISTING SANITARY MH > 6"	4.000 EACH	.		.	
1910	SPV.0060 SPECIAL 16. WATER VALVE AND BOX 6-INCH COMPLETE	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1920	SPV.0060 SPECIAL 17. WATER VALVE AND BOX 10-INCH COMPLETE	1.000 EACH	.		.	
1930	SPV.0060 SPECIAL 18. DUCTILE IRON 45-DEGREE BEND, 10-INCH	8.000 EACH	.		.	
1940	SPV.0060 SPECIAL 19. WATER 10X6-INCH TEE	1.000 EACH	.		.	
1950	SPV.0060 SPECIAL 20. WATER 10-INCH TEE	1.000 EACH	.		.	
1960	SPV.0060 SPECIAL 21. 1-INCH CORPORATION, CURB STOP, AND BOX	2.000 EACH	.		.	
1970	SPV.0060 SPECIAL 22. CONNECT TO EXISTING WATER MAIN	6.000 EACH	.		.	
1980	SPV.0060 SPECIAL 23. ADJUST EXISTING WATER VALVE BOX LESS THAN OR EQUAL TO 6-INCHES	26.000 EACH	.		.	
1990	SPV.0060 SPECIAL 24. ADJUST EXISTING WATER VALVE BOX MORE THAN 6-INCHES	10.000 EACH	.		.	
2000	SPV.0060 SPECIAL 25. ADJUST EXISTING WATER CURB STOP	11.000 EACH	.		.	
2010	SPV.0060 SPECIAL 26. HYDRANT, COMPLETE	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2020	SPV.0060 SPECIAL 27. ADJUST EXISTING HYDRANT	4.000 EACH	.		.	
2030	SPV.0060 SPECIAL 28. REMOVE AND SALVAGE EXISTING HYDRANT	2.000 EACH	.		.	
2040	SPV.0060 SPECIAL 29. REMOVE AND SALVAGE EXISTING HYDRANT AND VALVE/BOX	2.000 EACH	.		.	
2050	SPV.0060 SPECIAL 30. ADJUST EXISTING SANITARY MANHOLE	11.000 EACH	.		.	
2060	SPV.0060 SPECIAL 31. 10-INCH PLUG	1.000 EACH	.		.	
2070	SPV.0060 SPECIAL 32. FLUOROCARBON GASKETS	15.000 EACH	.		.	
2080	SPV.0060 SPECIAL 33. YARD HYDRANT	1.000 EACH	.		.	
2090	SPV.0060 SPECIAL 34. STORM SEWER TAP	1.000 EACH	.		.	
2100	SPV.0090 SPECIAL 01. CONCRETE CURB & GUTTER 24-INCH TYPE A SPECIAL	176.000 LF	.		.	
2110	SPV.0090 SPECIAL 02. CONCRETE CURB & GUTTER 24-INCH TYPE D SPECIAL	241.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2120	SPV.0090 SPECIAL 03. CONCRETE CURB & GUTTER 36-INCH TYPE A SPECIAL	164.000 LF	.		.	
2130	SPV.0090 SPECIAL 04. RAILING PEDESTRIAN STEEL	66.000 LF	.		.	
2140	SPV.0090 SPECIAL 05. CONCRETE CURB & GUTTER HES 30-INCH TYPE A	94.000 LF	.		.	
2150	SPV.0090 SPECIAL 06. CONCRETE CURB & GUTTER HES 30-INCH TYPE D	34.000 LF	.		.	
2160	SPV.0090 SPECIAL 07. CONCRETE CURB & GUTTER HES INTEGRAL 30-INCH TYPE D	504.000 LF	.		.	
2170	SPV.0090 SPECIAL 08. DUCTILE IRON WATER MAIN 6-INCH	80.000 LF	.		.	
2180	SPV.0090 SPECIAL 09. DUCTILE IRON WATER MAIN 10-INCH	138.000 LF	.		.	
2190	SPV.0090 SPECIAL 10. PVC WATER MAIN 10-INCH	28.000 LF	.		.	
2200	SPV.0090 SPECIAL 11. 1-INCH COPPER WATER SERVICE	80.000 LF	.		.	
2210	SPV.0090 SPECIAL 12. WATER MAIN ENCASEMENT	128.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2220	SPV.0090 SPECIAL 13. CONSTRUCTION STAKING ROUNDBOUT SIDEWALK	833.000 LF	.		.	
2230	SPV.0105 SPECIAL 01. CONCRETE PAVEMENT JOINT LAYOUT	LUMP	LUMP		.	
2240	SPV.0105 SPECIAL 02. BOX CULVERT TOP SLAB MODIFICATIONS	LUMP	LUMP		.	
2250	SPV.0165 SPECIAL 01. RIGID INSULATION	500.000 SF	.		.	
2260	SPV.0165 SPECIAL 02. COLORED CONCRETE PAVEMENT 8-INCH	4,035.000 SF	.		.	
2270	SPV.0165 SPECIAL 03. STAMPED COLORED CONCRETE SIDEWALK 6-INCH	5,365.000 SF	.		.	
2280	SPV.0165 SPECIAL 04. CONCRETE SIDEWALK 5-INCH, SQUARE SCORING PATTERN	780.000 SF	.		.	
2290	SPV.0165 SPECIAL 05. ASPHALTIC SIDEWALK	25.000 SF	.		.	
2300	SPV.0180 SPECIAL 01. TEMPORARY PAVEMENT	1,552.000 SY	.		.	
2310	SPV.0180 SPECIAL 02. GEOGRID REINFORCEMENT	7,041.000 SY	.		.	
2320	SPV.0195 SPECIAL 01. GRANULAR BACKFILL SPECIAL	1,000.000 TON	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
2330	SPV.0195 SPECIAL 02. EXCAVATION SEGREGATION HAULING AND DISPOSAL OF CONTAMINATED SOIL	5.000 TON	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**