

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 9

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Rock	5990-00-78	WISC 2013 211	City of Janesville, River Street West Racine Street - West Court Street	Local Street

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  June 1, 2014	<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, concrete pavement, concrete curb and gutter, concrete sidewalk, HMA pavement, permanent signing, pavement marking, street lighting, landscaping.	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.



## Special Provisions

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 5990-00-78 City of Janesville, River Street, West Racine Street – West Court Street, Local Street, Rock 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, concrete pavement, concrete curb and gutter, concrete sidewalk, HMA pavement, permanent signing, pavement marking, street lighting, landscaping, 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.

Complete construction operations on River Street to the stage necessary to reopen it to through traffic prior to 12:01 AM September 1, 2013. Do not reopen until completing the following work: All contract items except for Trees, Perennials (rain garden plantings), Sod Lawn and Sod Water. These contract items may be completed under traffic to accommodate material availability and weather for optimum planting conditions.

*Replace standard spec 108.10.2.2(1) as follows:*

- (1) The engineer will award a time extension for severe weather on calendar day and completion date contracts. Submit a request for severe weather days if the number of adverse weather days, as defined in standard spec 101.3, exceeds the anticipated number of adverse weather days tabulated below.

Total Anticipated Adverse Weather Days for Each Calendar Month<sup>[2]</sup>

Jan <sup>[1]</sup>	31	Aug	6
Feb <sup>[1]</sup>	28	Sept	4
Mar <sup>[1]</sup>	31	Oct	5
April	5	Nov 1 through 15	2
May	7	Nov 16 through 30 <sup>[1]</sup>	15
June	7	Dec <sup>[1]</sup>	31
July	6		

<sup>[1]</sup> Includes an anticipated winter suspension from November 16 through March 31.

<sup>[2]</sup> The number of days will be modified in the special provision for year-round and painting contracts.

*Supplement standard spec 108.11 as follows:*

If the contractor fails to complete the work necessary to reopen River Street to through traffic prior to 12:01 AM September 1, 2013, the department will assess the contractor \$1,000.00 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, September 1, 2013. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

## **A General**

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. Invite City of Janesville representatives to attend the prosecution and progress meetings, including area EMS services. 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. Provide begin and end dates of specific prime and subcontractor work operations. Review the contractor's schedule and subcontractors' schedule, traffic control staging, and evaluation of progress and pay items and other agenda items at the meeting. Review plans, schedule and specifications for upcoming work at this meeting.

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.

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.

#### **B West Court Street Intersection**

Perform the Removing Asphaltic Surface Milling, HMA Pavement, traffic signal relocations, traffic signal wiring, and pavement marking work in the West Court Street intersection under traffic. Perform this work between 7:00 AM and 7:00 PM on a Saturday or Sunday. Notify the engineer and Dennis Ryan with the City of Janesville a minimum of 14 calendar days prior to beginning this work.

#### **C Janesville Transit System Transfer Center**

The construction staging schedule of operations for the JTS Transfer Center is described as follows:

##### **Stage 1:**

Remove existing pavement and complete storm sewer, grading, and base aggregate dense, on the east side of River Street.

##### **Stage 2:**

Remove the remainder of the existing pavement and complete storm sewer, grading, and base aggregate dense.

##### **Stage 3:**

Pave the northbound travel lane, bike lane, parking lane, and curb and gutter south of the Transfer Center's north access. Pave the northbound through lane and bike lane for the West Court Street intersection approach. Pave the south access of the Transfer Center.

**Stage 4**

Pave the southbound travel lane, bike lane, and curb and gutter. A pavement gap is provided for McKinley Street. Complete the northbound through lane and bike lane pavement from Stage 3.

**Stage 5**

Pave the right turn lane for the West Court Street intersection approach. Pave the approaches to the north access of the Transfer Center. Pave the remainder of the southbound travel lane, bike lane, and curb and gutter. Pave the McKinley Street intersection.

**D Rain Garden**

The Engineered Soil mixture in the Rain Garden area included in this contract is designed for stormwater infiltration and is susceptible to clogging and reduced performance due to sediment erosion. Place the Engineered Soil after completing the storm sewer items, asphalt path, concrete sidewalk, and River Street curb and gutter either within or at the perimeter of the Rain Garden limits. Install erosion control measures as shown in the plans prior to placing the Engineered Soil.

If sediment erosion occurs and contaminates the Engineered Soil as a result of the contractor's operations, work sequencing, or improper installation of erosion control devices, excavate and replace the Rain Garden plantings, Hardwood Mulch, and top 1 foot layer of Engineered Soil at no cost to the department.

Do not operate heavy machinery on the engineered soil mixture after it has been placed.

Plant the perennials in spring 2014 based on availability of plants from the nursery and when the danger of frost has passed.

**4. Traffic.**

Close River Street to through traffic during construction (Station 11+89 to Station 33+05). A bicycle route detour is provided. A through vehicle traffic detour is not provided.

**A Notification**

Notify the City of Janesville Police Department, Fire Department, Janesville Transit System, and the Post Office a minimum of 14 calendar days prior to closing River Street.

Furnish and operate a Traffic Control Signs Portable Changeable Message Board for 10 calendar days prior to closing River Street. Locate the Traffic Control Signs Portable Changeable Message Boards on River Street at the north and south project limits. The message shall indicate the planned closure date for River Street.

Furnish and operate a Traffic Control Signs Portable Changeable Message Board for 10 calendar days prior to closing lanes on West Court Street for the Removing Asphaltic Surface Milling, HMA Pavement, and pavement marking work. Indicate the anticipated lane closures and date of the lane closures.

#### **B Local Access-Vehicles**

Maintain an accessible route for emergency vehicles at all times through the project limits. Provide vehicle access to all driveways along the project at all times unless written permission for temporary closure is provided by the engineer. Temporary closures are anticipated for storm sewer construction and concrete paving operations.

Provide local traffic vehicle access on a paved or compacted aggregate base course surface and of sufficient width to provide access for emergency vehicles, delivery vehicles, and refuse haulers. Use appropriate traffic control devices, including traffic control drums, warning lights, and barricades to delineate the access and protect the remainder of the worksite.

The maximum cumulative time than any resident is completely without driveway access is 14 calendar days. Inform residents a minimum of 48 hours prior to closing their driveway access. Provide proper traffic control to close driveway access and protect the worksite.

Maintain vehicle access to the drive-up banking teller windows at 100 West Racine Street at all times during standard business hours for drive-up banking. Stage paving operations, including driveway and sidewalk items, and maintain a minimum width of 12 feet for vehicle access. Notify the bank at least three calendar days prior to making access changes.

Maintain vehicle access to the business at 431 South River Street. The driveway at Station 13+44 RT may be closed only for storm sewer construction and paving operations. When this driveway is closed, maintain access to the driveway at Station 13+96 RT.

Maintain vehicle access across River Street at the West Holmes Street intersection to allow traffic access to the parking lot on the east side of River Street, across from West Holmes Street. Provide alternate access to the businesses at 215 South River Street, 255 South River Street, and 265 South River Street while laying the storm sewer pipe below the parking lot between Manhole 11.0 and the outfall to the Rock River. Restore the parking lot surface to the finished condition and re-open the parking lot access within three calendar days of closing the parking lot access. Notify the business owners of 215, 255, and 265 South River Street ten calendar days prior to closing the parking lot access. Coordinate the closure schedule with the owner of the Rivers Edge Bowl at 215 River Street to allow for garbage collection and delivery access.

Maintain a minimum 12-foot wide clear vehicle access between McKinley Street and Van Buren Street for deliveries and garbage collection.

### **C Bicycle and Pedestrian Traffic**

Maintain bike and pedestrian crossing traffic as shown at the West Van Buren Street intersection as part of the Kiwanis Bike Trail Detour (refer to the Bike Route Detour plan sheet for the complete detour route and signing).

Maintain sidewalk on the west side of River Street at all times except as follows. Do not remove existing sidewalk until an alternate ADA accessible route is available. Construct and open new sidewalk to pedestrian traffic within one calendar day of removing the existing sidewalk. Existing curb ramps can be removed at any time as long as a Temporary Crosswalk Access is constructed and maintained.

Maintain an ADA accessible pedestrian crossing of River Street at West Racine Street, West Holmes Street, McKinley Street, and West Court Street at all times. Construct and maintain the crossing in accordance to the bid item Temporary Crosswalk Access.

Maintain pedestrian access along the existing sidewalk on the east side of River Street in front of the Janesville Transit System Transfer Station between West Court Street and West Van Buren Street.

### **D Janesville Transit System Transfer Center**

Complete the contract work required while maintaining access for full operational service of the Janesville Transit System Transfer Center. Construction and traffic staging details are included in the plans and described as follows. Follow the construction staging schedule of operations as shown in the JTS Transfer Center Staging plans, unless the engineer approves modifications to the schedule in writing. Do not switch to the next construction stage until all signing and traffic control drums for the next construction stage are in place.

The construction staging schedule of operations for the JTS Transfer Center is described as follows:

#### **Stage 1:**

Maintain access for bus transit routes from the north driveways of the Transfer Center to McKinley Street and West Court Street.



**Stage 2:**

Maintain access for bus transit routes from the north and south driveways of the Transfer Center to McKinley Street and West Court Street. Provide and maintain ramps constructed of base aggregate dense or engineer approved material from existing pavement surfaces to the base course surface at a maximum grade of 10%. Utilize time gaps between routes to complete pavement removal at the north driveway.

**Stage 3:**

Maintain access for bus transit routes from the north driveways of the Transfer Center to McKinley Street and West Court Street. Provide and maintain ramps constructed of base aggregate dense or engineer approved material from existing pavement surfaces to the base course surface at a maximum grade of 10%. A pavement gap is provided for the north Transfer Center driveway.

**Stage 4**

Maintain access for bus transit routes from the south and north driveways of the Transfer Center to McKinley Street and West Court Street. Provide and maintain ramps constructed of base aggregate dense or engineer approved material from existing pavement surfaces to the base course surface at a maximum grade of 10%. A pavement gap is provided for McKinley Street.

**Stage 5**

Maintain access for bus transit routes from the south and north driveways of the Transfer Center to McKinley Street and West Court Street. Stage paving operations to maintain bus transit route access to the north driveway of the Transfer Center. Stage paving operations to maintain access for bus transit routes that utilize McKinley Street. Provide and maintain ramps constructed of base aggregate dense or engineer approved material from existing pavement surfaces to the base course surface at a maximum grade of 10%.

**E West Court Street Intersection**

Perform the Removing Asphaltic Surface Milling, HMA Pavement, traffic signal relocations, traffic signal wiring, and pavement marking work in the West Court Street intersection under traffic. Perform this work between 7:00 AM and 7:00 PM on a Saturday. Notify the engineer and Dennis Ryan with the City of Janesville a minimum of 14 calendar days prior to beginning this work. Flagging operations are required during all times that the traffic signals are inoperable or not fully functioning. Flagging operations are included in the bid item Traffic Control.

**5. JTS Transfer Center Bus Service.**

Maintain access to the Janesville Transit System (JTS) Transfer Center for all bus routes so that all buses can maintain their daily schedules throughout construction.

The daily bus schedule is as follows: All bus routes leave from the transfer station every half hour (15 minutes and 45 minutes past the hour). There is a 5 minute window between the time a bus arrives and leaves the transfer station. Monday through Friday, buses run from 6:15 AM to 10:15 PM on Saturdays, buses run from 8:45 AM to 6:15 PM Buses do not run on Sundays. Extra buses for school routes will operate prior to June 8<sup>th</sup> and after September 1.

See <http://www.ci.janesville.wi.us/index.aspx?page=288> for current route information.

## **6. Utilities.**

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

There are underground and overhead facilities located within the project limits. There are known utility adjustments required for the construction project as noted below. Coordinate construction activities with a call to Diggers Hotline and by directly calling the utilities, which 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.

Prospective bidders are cautioned that the arrangements set forth in this article represent the utility companies' best estimate of their plans to relocate and/or adjust conflicting facilities. Frequently, the utility companies encounter problems that prevent them from meeting their anticipated schedules. Bidders are advised to contact each utility company listed in the plans, prior to preparing their bids, to obtain current information on the status of any utility relocation work stated herein.

### **Alliant Energy (gas)**

Alliant has a 6" high pressure (125 psi) steel gas main that is located under the west terrace from Racine Street to Station 28+56 where it crosses to the east terrace. From here the line continues to the north under the east terrace and curb and gutter until the northern limits of the project. Additional crossings are located at approximately Station 12+22, 21+54, 21+73, 24+14, 31+39, 32+13, and 32+78. Two gas mains are located parallel to West Court Street (east of River Street) behind the south sidewalk. One main is a 6" high pressure (125 psi) steel main that feeds the regulator station adjacent to the river. The other main is 6" high pressure (60 psi) steel main also feeding the regulator station. All of Alliant Energy's gas mains are buried to an approximate depth of 3'.

Conflicts between the proposed storm sewer work are anticipated. The following table provides the actions that Alliant Energy will take where the storm sewer conflicts with Alliant Energy's existing gas main:

Location	Actions
12+23 RT	Alliant will abandon this gas main and replace the service prior to construction.
16+63 LT	Provide a utility line opening to verify the location of the gas main. If necessary, make minor adjustments to the storm sewer as approved by the engineer. Alliant will provide and install a rock shield between the gas main and the storm sewer if necessary.
19+96 LT	Provide a utility line opening to verify the location of the gas main. If necessary, make minor adjustments to the storm sewer as approved by the engineer. Alliant will provide and install a rock shield between the gas main and the storm sewer if necessary.
23+22 LT	Provide a utility line opening to verify the location of the gas main. If necessary, make minor adjustments to the storm sewer as approved by the engineer. Alliant will provide and install a rock shield between the gas main and the storm sewer if necessary.
26+75 LT	Provide a utility line opening to verify the location of the gas main. If necessary, make minor adjustments to the storm sewer as approved by the engineer. Alliant will provide and install a rock shield between the gas main and the storm sewer if necessary. If necessary, the location of manhole 13.0 can be adjusted as approved by the engineer.
29+69 RT	Provide a utility line opening to verify the location of the gas main. If necessary, make minor adjustments to the storm sewer as approved by the engineer. Alliant will provide and install a rock shield between the gas main and the storm sewer if necessary. If necessary, the location of manhole 15.0 can be adjusted as approved by the engineer.
32+79 RT	Alliant will relocate the gas main from 30+50 to 32+80 to the new terrace location prior to construction.

Notify Alliant Energy five calendar days prior to performing Utility Line Openings at anticipated conflict locations. Alliant Energy will determine if the proximity of the storm sewer and gas main will require rock shield. Alliant Energy will determine if Alliant Energy personnel are required to be present during excavation for storm sewer at conflict locations. Notify Alliant Energy three calendar days prior to excavating for storm sewer installation if rock shield or Alliant Energy observation is required.

### **Alliant Energy (electric)**

Alliant has overhead facilities in the northern terrace of West Racine Street that crosses River Street at 11+96. There are also overhead facilities in the western terrace from West Racine Street to Station 17+55. An overhead line located in the southern terrace of Union Street ties into this line. An overhead line is located on the southern terrace of Rock Street. This line crosses Rock Street to the north just before the River Street intersection and it runs along the western terrace of River Street all the way to McKinley Street intersection, where it bends to the west on the McKinley Street southern terrace. Overhead crossings occur at Station 21+69, 23+09, 24+26, and 25+98. Alliant also has a buried crossing at Station 27+07.

The following table provides the actions that Alliant Energy will take where the work conflicts with Alliant's overhead lines:

<b>Location</b>	<b>Actions</b>
13+80 LT	Alliant will relocate the pole at 13+80 LT that interferes with the new sidewalk. This pole will be moved to the proposed terrace, outside the lateral clear zone, prior to construction.
23+19 RT	Prior to construction, Alliant will relocate the pole at 23+19 RT that may interfere with the new sidewalk. The pole will be relocated outside the lateral clear zone.
26+12 LT	Alliant will hold the pole at 26+12 LT during construction while the contractor installs the new storm sewer and inlets.
27+09 LT	Alliant will hold the pole at 27+09 LT during construction while the contractor installs the new storm sewer and inlets.
29+75 LT	Prior to construction, Alliant will relocate the guy pole at 29+75 LT that may interfere with the new sidewalk. The pole will be relocated outside the lateral clear zone.

Coordinate pole holds for the storm sewer excavation and construction with Alliant Energy. Provide a notice 14 calendar days before work is expected, and follow up with a confirmation notice not less than three calendar days before the pole needs to be held.

Alliant will maintain existing street lights on their poles throughout construction. The City of Janesville will coordinate the removal of these lights upon completion and City of Janesville acceptance of the new street lighting units. Notify the City of Janesville two weeks prior to the completion of the street lighting installations for inspections.

Alliant Energy will provide electric service to the meter breaker pedestal at West Holmes Street for street lighting. Install the 4-inch service conduit as shown in the plans. Notify Alliant Energy four calendar days prior to installing this conduit so Alliant can observe the installation and schedule the service installation.

#### **AT&T (telecommunications)**

AT&T has a guy pole located at 12+23 RT that conflicts with the new Racine Street sidewalk connection to the multi-use path. Prior to construction they will install a sidewalk guy pole at this location.

AT&T has an overhead crossing at Station 23+17 off of Alliant Energy's pole at 23+19 LT. Alliant will relocate this pole prior to construction; AT&T will coordinate this relocation with Alliant to relocate their facilities.

AT&T has a buried telephone line that crosses River Street at Station 29+77. This line may be in conflict with the proposed storm sewer. Perform a Utility Line Opening prior to commencing storm sewer work at this location. If the telephone line is in conflict with

the proposed storm sewer, AT&T will relocate the telephone line. Notify AT&T five calendar days prior to commencing storm sewer work. AT&T will need one day to complete the relocation.

### **Charter Communications (Cable TV)**

Charter Communication's facilities are located on Alliant Energy's poles throughout the length of the project. They will coordinate with Alliant to relocate their facilities on to Alliant Energy's relocated poles prior to construction.

### **City of Janesville (Sanitary Sewer, Water Main, Lighting)**

#### **Sanitary Sewer:**

The City of Janesville has a 27" sanitary sewer line located near the River Street centerline from West Racine Street (beginning at Station 12+15) to McKinley Street. At the McKinley Street intersection, the line is located below the northbound River Street lane to outside the project limits. At Station 12+15, a manhole connects the 27" mainline under River Street and a 36" mainline stemming from the lift station to the east near the Rock River. These pipes merge into a 48" sewer pipe that angles southwest. At the Union Street intersection, an 8" main extends to the west under the Union Street centerline. At the Rock Street intersection, a 6" main extends to the west under the Rock Street centerline. At the West Holmes Street intersection, an 8" main extends to the west under the West Holmes Street centerline. At the West Van Buren Street intersection, a 6" main extends to the west under the Van Buren Street centerline. At the McKinley Street intersection, a 12" main extends to the west under the McKinley Street centerline. At the Court Street intersection, a 12" main extends to the west under the Court Street centerline. Conflicts with the sanitary sewer main and laterals are not anticipated.

#### **Water Main:**

The City of Janesville has 12" water main located beneath the northbound River Street lane from West Racine Street to McKinley Street. At McKinley Street, a 12" line branches both to the west and to the east towards the Janesville Transit System Transfer Center.

An 18" water main extends from this main from McKinley Street through Court Street to outside the project limits; a second, 6" line runs parallel to this water main beneath the southbound River Street lane. In 2012, the City of Janesville abandoned the 18" and 6" mains in place and constructed a new 12" main from McKinley Street to Court Street. The new 12" main was constructed approximately 4' east of the abandoned 18" main. The main was installed to be lower than the proposed storm sewer crossings. Plans for this project are available by contacting Dennis Ryan with the City of Janesville.

At the West Racine Street intersection, a 16" main from the west connects to a 15" main from the south. At the Union Street intersection, a 6" main branches to west at the Rock Street intersection, a 4" main branches to the west. At Station 21+52 RT, a 16" main branches to the east. At the West Holmes Street intersection, a 6" main branches to west

At the West Van Buren Street intersection, a 6" main branches to the west. Conflicts with the water main and laterals are not anticipated.

**Lighting:**

The City of Janesville has existing light poles located in the open green space along the existing path; there are also existing light poles located in front of the Janesville Transit System Transfer Station in the terrace. Street lighting plans are included as part of this contract.

**7. Construction Over or Adjacent to Navigable Waters.**

*Supplement standard spec 107.19 with the following:*

The Rock River is classified as a navigable waterway.  
107-060 (20040415)

**8. 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.

**9. Preservation of Existing Trees.**

Tree preservation is of great importance on the project. Take precautions during construction so as not to disfigure, scar, or impair the health of any tree on public or private property that is not marked for removal. Do not place, park, or store on the surface of any unpaved areas within the drip lines of trees any equipment, vehicles, or materials. Do not deposit any chemicals, reinstates, or petroleum products within the drip lines of trees. The drip line is defined as the outermost extent of the tree canopy, extended vertically to the ground surface.

**Preconstruction Pruning**

Trees larger than 10 inches DBH will be pruned by the city to an approximate height of 14 feet above the road wherever construction equipment is expected to invade the tree crown. Pruning will be done according to ANSI A300 tree pruning specifications. Occasionally a limb may have to remain at height less than 14 feet above the roadway. Note these instances during the 'walk through' and employ methods to protect the limb.

**Excavations**

Do not rip or pull roots out towards the trunk of a tree while excavating. The use of an excavator, backhoe, or loader to cut roots is not acceptable. Immediately cut damaged roots over ½-inch in diameter in back of the damaged section. Make cuts with an ax, lopping shears, chainsaw, stump grinder, or other means that will produce a clean cut. Cover any exposed roots as soon as excavation and installation are complete.

**Underground Utility Excavation and Installation**

Do not grade, excavate, or disturb the area within 5 feet of any tree measured from the outside edge of the tree at DBH along the length of the terrace, without permission from the City of Janesville Parks Department.

**Curb and Gutter Removal and Replacement**

Provide extra care to root masses that grow very close to, up to or over the curb during excavation.

**Sidewalk Removal and Replacement**

Provide extra care to root masses that grow very close to the sidewalk during excavation.

**Terrace Restoration**

Do not mechanically grade within 5 feet of any tree. If in the root protection zone, do grading with hand implements in a manner that will minimize damage to the root system.

**Damages**

Failure to follow the proper safeguards of this specification, or the Root Pruning Existing Tree Item will result in the following cost recovery charges and liquidated damages assessed against the contractor:

Where construction damage occurs causing or resulting in removal of the tree:

1. The costs associated with removing the tree including wood disposal.
2. The costs associated with removing the stump to a depth of at least 24 inches below the ground.
3. The costs associated with replanting a replacement tree that is balled and burlapped and will have a minimum caliper of 3 inches. The species and replanting location will be determined by the City Parks Department.
4. The value of the existing tree which will equal \$125.00 per trunk diameter inch, measured at 4.5 feet above ground.

For bark scraping and broken branches:

1. The costs associated with pruning broken branches, including wood disposal.
2. Loss of limb or broken branch larger than 3 inches in diameter: \$150.00 for each occurrence. Breakage of limbs that are less than 14 feet above the roadway will be reviewed on a case by case basis.
3. Damage to trunk or bark larger than one square foot in area: \$400.00 each area.

For root cutting or excavation within the root protection zone:

1. For mechanical excavation within 5 feet of a tree, along the length of the terrace or sidewalk of the tree, including ripping of roots back towards the trunk, without prior permission from City Parks Department: \$150.00 for each occurrence.
2. For mechanical excavation beyond 6 inches or 1 foot of the proposed curb installation, as determined by the size of the existing tree and terrace width, including ripping of roots back towards the trunk: \$150.00 for each occurrence.

## **10. Hauling Restrictions.**

At all times, conduct operations in a manner that will cause a minimum of inconvenience to the free flow of traffic. Hauling vehicles shall only use engineer-approved ingress and egress locations. Use only City of Janesville designated truck routes for material haul roads.

Equip all vehicles traveling on public roads that are hauling materials or removals and are subject to spillage, by either wind or vibration, with tailgates and adequate sideboards. Use canvas covers and any other protective devices to prevent spillage as determined necessary by the engineer. Comply with all local ordinances.

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

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

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.  
107-001 (20060512)

## **12. Coordination with Businesses.**

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting prior to the start of work under this contract and hold two meetings per month thereafter.  
108-060 (20030820)

Additional business coordination requirements are required for access maintenance and detailed in the Traffic and Prosecution and Progress articles.

## **13. Removing Luminaire And Mast Arm, Item 204.9060.S.01.**

### **A Description**

This special provision describes removing the luminaire and mast arm from existing roadway light poles.



**B (Vacant)**

**C Construction**

Remove the existing luminaire and mast arm from the existing roadway poles specified in the plans. Salvage the luminaires, mast arms, and hardware for return to the City of Janesville. Load the salvaged mast arms, luminaires, and hardware onto a City of Janesville truck or trailer, or deliver the salvaged material to the City Center, 2200 US 51 North, Janesville, WI. Contact Dave Lou at (608) 751-0522 three calendar days prior to removing the salvaged mast arms, luminaires, and hardware to coordinate the delivery or location and time for pickup of the luminaires, mast arms, and hardware. Load or deliver all material in one calendar day.

**D Measurement**

The department will measure Removing Luminaire and Mast Arm by each unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Luminaire and Mast Arm	Each

Payment is full compensation for removing, salvaging, and delivering the existing luminaires, mast arms, and hardware to the City of Janesville.

**14. Removing Retaining Wall, Item 204.9090.S.01.**

**A Description**

This special provision describes removing the rock rubble retaining wall at 254 River Street in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)**

**C Construction**

Remove the existing rock rubble wall and grade for sidewalk construction as detailed in the plans.

**D Measurement**

The department will measure Removing Retaining Wall 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 Retaining Wall	LF

Payment is full compensation for removing and properly disposing of the retaining wall.

## **15. 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, 305, and 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) 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:

Plan Quantity	Minimum Required Testing
$\leq 1500$ 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:

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

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

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

## **B.3 Laboratory**

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

Materials Management Section  
3502 Kinsman Blvd.  
Madison, WI 53704  
Telephone: (608) 246-5388

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

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

### **B.4.1 General**

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

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

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

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

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

#### **B.5 Contractor Testing**

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:  
 Gradation..... AASHTO T 27  
 Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  1. Control limits are at the upper and lower specification limits.
  2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
  3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
  4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

### **B.6.2 Fracture**

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

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

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

## **B.7 Corrective Action**

### **B.7.1 General**

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

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

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:

1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
3. The fracture control limit is exceeded by more than 10.0 percent.

## **B.8 Department Testing**

### **B.8.1 General**

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

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

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

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  1. One non-random test on the first day of placement.
  2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

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

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review



according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
  2. Proficiency sample testing.
  3. Witnessing sampling and testing.
  4. Test equipment calibration checks.
  5. Reviewing required worksheets and control charts.
  6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

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

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

### **C (Vacant)**

### **D (Vacant)**

### **E Payment**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.

- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20100709)

## **16. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.01.**

### **A Description**

This special provision describes furnishing and placing polystyrene insulation board as shown on the plans and as hereinafter provided.

### **B Materials**

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

Delete flammability requirement.

### **B.1 Certification**

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the engineer.

### **C (Vacant)**

### **D Measurement**

The department will measure Insulation Board Polystyrene, 2-Inch, by area in square yards 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
612.0902.S.01	Insulation Board Polystyrene 2-Inch	SY

Payment is full compensation for furnishing all excavation and for furnishing and placing the insulation board; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

612-005 (20030820)

## 17. 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, acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S.	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

616-030 (20070510)

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

The plant establishment period shall be one growing season as defined by standard spec 632.3.18.1.3.

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.

## **19. Engineered Soil, Item SPV.0035.01.**

### **A Description**

This special provision describes the placement of Engineered Soil at the location specified in the plans.

### **B Materials**

Furnish a soil mixture consisting of a mixture of sand and compost. The mix shall be free of rocks, stumps, roots, brush, or other material over 1-inch in diameter. No other materials shall be mixed with the Engineered Soil that may be harmful to plant growth or prove a hindrance to planting or maintenance. The mix shall have a pH between 5.5 and 6.5. The mix shall be designed to approximate the following percentages, by volume.

<b>Engineered Soil Component</b>	<b>% Composition by Volume</b>
Sand	70-75%
Compost	25-30%

Furnish sand meeting the well graded fine aggregate for concrete in accordance to standard spec 501.2.5.3.4. Do not use manufactured sand or stone dust. Wash and drain the sand to remove clay and silt prior to mixing.

Furnish compost in accordance to Wisconsin Department of Natural Resources Specification S100, Compost. This specification is located at <http://dnr.wi.gov/topic/stormwater/documents/specifications100compost.pdf>. Furnish certification or test results indicating the compost meets Specification S1000.

### **C Construction**

Pre-mix the engineered soil prior to placement at an offsite location. The moisture content of the mix shall be low enough to prevent clumping and compaction during placement.

Place the Engineered Soil after completing the storm sewer items, asphalt path, concrete sidewalk, and River Street curb and gutter either within or at the perimeter of the Rain Garden limits. Install erosion control measures as shown in the plans to prevent sediment from contaminating the engineered soil.

Place the engineered soil in multiple lifts of 12-inches plus or minus 2 inches. Place the engineered soil to an elevation such that the final surface elevation of the rain garden is as shown in the plan details. Induce mild settlement to prepare a stable planting medium. Do not use vibratory plate or heavy mechanical compaction equipment. Do not operate heavy machinery on the engineered soil mixture after it has been placed.

**D Measurement**

The department will measure Engineered Soil by the cubic yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Engineered Soil	CY

Payment is full compensation for furnishing, mixing, placing, and installing the soil mixture.

**20. Rain Garden Excavation, Item SPV.0035.02.**

**A Description**

**A.1 General**

This special provision describes excavation and grading for the rain garden area.

The rain garden area for the purposes of this article is defined as all of Parcel 11 on the right-of-way plat.

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

The department completed testing for soil and groundwater contamination for the Rain Garden location. Testing indicated that contaminated soil is present. Payment for excavation, hauling, and disposing of contaminated soil is under the bid item Excavation, Hauling, and Disposal of Contaminated Soil.

Coordinate excavation and grading activities in this area with the environmental consultant:

**B (Vacant)**

**C Construction**

Excavate and final grade the rain garden area as detailed in the plans and in accordance to standard spec 205.

**D Measurement**

The department will measure Rain Garden Excavation by the cubic yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.02	Rain Garden Excavation	CY

Payment is full compensation for excavation; for hauling and disposing of excess material; and for fine grading.

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

Maintain accessible crosswalks crossing the construction zone on existing pavement, new pavement, or temporary surface material. Provide an accessible crosswalk at the locations shown in the plans.

**B Materials**

Furnish a hard temporary surface 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 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.

Furnish safety fence in accordance to the Safety Fence article in these special provisions.

**C Construction****C.1 Crosswalk**

Install, maintain, move, 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 when the temporary crosswalk crosses the work zone. Safety fence is not required for temporary crosswalks across side streets when the crosswalk access is outside the work zone. 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 completed. The measured quantity will equal the number of calendar days a crosswalk through or around 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.

22. **Perennials (Species, Root, Size), Big Bluestem, CG, 3" Plug, Item SPV.0060.01; Anemone, Canada, CG, 3" Plug, Item SPV.0060.02; Milkweed, Marsh, CG, 3" Plug, Item SPV.0060.03; Milkweed, Butterfly, CG, 3" Plug, Item SPV.0060.04; Aster, New England, CG, 3" Plug, Item SPV.0060.05; Aster, Red-stemmed, CG, 3" Plug, Item SPV.0060.06; Rush, Scouring, CG, 3" Plug, Item SPV.0060.07; Joe Pye Weed, CG, 3" Plug, Item SPV.0060.08; Boneset, CG, 3" Plug, Item SPV.0060.09; Sneezeweed, CG, 3" Plug, Item SPV.0060.10; Blazingstar, Prairie, CG, 3" Plug, Item SPV.0060.11; Lobelia, Blue, CG, 3" Plug, Item SPV.0060.12; Beebalm, CG, 3" Plug, Item SPV.0060.13; Switchgrass, CG, 3" Plug, Item SPV.0060.14; Obedient Plant, CG, 3" Plug, Item SPV.0060.15; Mint, Mountain, CG, 3" Plug, Item SPV.0060.16; Black Eyed Susan, CG, 3" Plug, Item SPV.0060.17; Black Eyed Susan, Sweet, CG, 3" Plug, Item SPV.0060.18; Goldenrod, Stiff, CG, 3" Plug, Item SPV.0060.19; Cordgrass, Prairie, CG, 3" Plug, Item SPV.0060.20; Spiderwort, Ohio, CG, 3" Plug, Item SPV.0060.21; Ironweed, CG, 3" Plug, Item SPV.0060.22.**

#### **A Description**

This special provision describes furnishing and planting perennial plugs in planting beds as shown on the plans.

#### **B Materials**

Furnish plantings in the variety and size noted on the planting schedule. All perennial plants shall be obtained from Wisconsin nurseries specializing in growing native species from Wisconsin genotypes or similar nurseries in Minnesota or Iowa. Plants shall be of ecotypes from Zone 3 or 4 of the Plant Hardiness Zone Map, miscellaneous publication 1475, revised 1990. Furnish a list of sources for plants in accordance to standard spec 632.2.2.8. All sources will be subject to verification by the engineer.

#### **C Construction**

Install the perennials and construct the planting bed as defined in Section 632 of the Standard Specifications – Plant Materials and the planting details. Mulch shall be placed prior to planting plugs to avoid damage to small plants from mulching operations.

A one growing season plant establishment period consisting of 12 care cycles is required in accordance to standard spec 632.3.19.1. The care for these plants shall be in completed in accordance to River Street Rain Garden Long-term Stormwater Maintenance Plan. A copy of the plan can be obtained by contacting Dennis Ryan with the City of Janesville at (608) 755-3171.



## D Measurement

The department will measure Perennials as 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 (Species, Root, Size)	UNIT
SPV.0060.01	Big Bluestem, CG, 3" Plug <i>Andropogon gerardii</i>	Each
SPV.0060.02	Anemone, Canada, CG, 3" Plug <i>Anemone canadensis</i>	Each
SPV.0060.03	Milkweed, Marsh, CG, 3" Plug <i>Asclepias incarnata</i>	Each
SPV.0060.04	Milkweed, Butterfly, CG, 3" Plug <i>Asclepias tuberosa</i>	Each
SPV.0060.05	Aster, New England, CG, 3" Plug <i>Aster novae-angliae</i>	Each
SPV.0060.06	Aster, Red-stemmed, CG, 3" Plug <i>Aster puniceus</i>	Each
SPV.0060.07	Rush, Scouring, CG, 3" Plug <i>Equisetum hyemale</i>	Each
SPV.0060.08	Joe Pye Weed, CG, 3" Plug <i>Eupatorium maculatum</i>	Each
SPV.0060.09	Boneset, CG, 3" Plug <i>Eupatorium perfoliatum</i>	Each
SPV.0060.10	Sneezeweed, CG, 3" Plug <i>Helenium autumnale</i>	Each
SPV.0060.11	Blazingstar, Prairie, CG, 3" Plug <i>Liatris pycnostachya</i>	Each
SPV.0060.12	Lobelia, Blue, CG, 3" Plug <i>Lobelia siphilitica</i>	Each
SPV.0060.13	Beebalm, CG, 3" Plug <i>Monarda fistulosa</i>	Each
SPV.0060.14	Switchgrass, CG, 3" Plug <i>Panicum virgatum</i>	Each
SPV.0060.15	Obedient Plant, CG, 3" Plug <i>Physostegia virginiana</i>	Each
SPV.0060.16	Mint, Mountain, CG, 3" Plug <i>Pycnanthemum virginianum</i>	Each
SPV.0060.17	Black Eyed Susan, CG, 3" Plug <i>Rudbeckia hirta</i>	Each
SPV.0060.18	Black Eyed Susan, Sweet, CG, 3" Plug <i>Rudbeckia subtomentosa</i>	Each
SPV.0060.19	Goldenrod, Stiff, CG, 3" Plug <i>Solidago rigida</i>	Each

ITEM NUMBER	DESCRIPTION (Species, Root, Size)	UNIT
SPV.0060.20	Cordgrass, Prairie, CG, 3" Plug <i>Spartina pectinata</i>	Each
SPV.0060.21	Spiderwort, Ohio, CG, 3" Plug <i>Tradescantia ohiensis</i>	Each
SPV.0060.22	Ironweed, CG, 3" Plug <i>Vernonia fasciculata</i>	Each

Payment is full compensation for excavating plant holes, furnishing and installing perennial plant plugs, watering, disposing of surplus material.

### **23. Relocate Kiwanis Trail Marker Post, Item SPV.0060.23.**

#### **A Description**

This special provision describes relocating the Kiwanis Trail Marker Post.

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

#### **C Construction**

Relocate the marker post located at 18+84 29 RT to the location shown in the plans and according to the pertinent requirements of standard spec 634.

#### **D Measurement**

The department will measure Relocate Kiwanis Trail Marker Post 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.0060.23	Relocate Kiwanis Trail Marker Post	Each

Payment is full compensation for removing the post and reinstalling the post.

### **24. Adjusting Manhole Covers Special, Item SPV.0060.24.**

#### **A Description**

This special provision describes removing existing manhole covers and installing manhole covers, provided by the City of Janesville, in accordance to the plan details, the pertinent requirements of standard spec 611, and as hereinafter provided.

#### **B Materials**

Furnish adjustment rings, mortar, and back fill materials in accordance to standard spec 611.

The City of Janesville will furnish manhole frames and manhole covers. Receive the frames and covers from the City of Janesville Operations Division located at the City Services Center, 2200 US Highway 51 north, Janesville, WI. Contact John Whitcomb of the City of Janesville at (608) 755-3110 at least three calendar days prior to requiring the manhole covers to schedule and coordinate receiving the frames and covers.

The existing manhole covers and frames shall become property of the contractor.

### **C Construction**

Adjust manhole covers in accordance to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

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, place a 6-foot straightedge over the centerline of each manhole frame parallel to the direction of traffic. Make a measurement at each side of the frame. Average the two measurements. 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 will be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, make the two measurements at each end of the straightedge. Average these two measurements. The same criteria for acceptance and payment as above, will apply.

### **D Measurement**

The department will measure Adjusting Manhole Covers Special 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.0060.24	Adjusting Manhole Covers Special	Each

Payment is full compensation for furnishing all materials, including masonry and fittings, exclusive of the frames and covers; for removing and salvaging the existing covers; for furnishing all necessary excavation, backfilling, disposal of surplus material, for adjusting the furnished frames and covers; and for cleaning out and restoring the worksite.

## **25. Manhole Cover Type Special Logo, Item SPV.0060.25.**

### **A Description**

This special provision describes furnishing and installing logo manhole covers.

**B Materials**

Furnish manhole covers in accordance to the pertinent requirements of section 611.2 of the standard specifications and the plan details. Furnish Neenah Foundry R-1710-NR frames with N1090-1093 covers.

**C Construction**

Install manhole covers in accordance to standard spec 611.3.

**D Measurement**

The department will measure Manhole Cover Type Special Logo 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.0060.25	Manhole Cover Type Special Logo	Each

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

**26. Inlet Cover Type H Special Logo, Item SPV.0060.26.****A Description**

This special provision describes furnishing and installing logo inlet covers.

**B Materials**

Furnish inlet covers in accordance to the pertinent requirements of standard spec 611 and the plan details. Furnish Neenah Foundry R-3246 inlet castings with Type V grate.

**C Construction**

Install inlet covers in accordance to standard spec 611.3.

**D Measurement**

The department will measure Inlet Cover Type H Special Logo by each unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.26	Inlet Cover Type H Special Logo	Each

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

## **27. Storm Sewer Plug, Item SPV.0060.27.**

### **A Description**

This special provision describes furnishing and installing storm sewer plugs at the locations shown in the plans.

### **B Materials**

Furnish pipe plugs for reinforced concrete storm sewer pipe in accordance to the pipe manufacturer's recommendations.

### **C Construction**

Install the storm sewer plugs in the locations shown in the plans and as recommended by the pipe and pipe plug manufacturers.

### **D Measurement**

The department will measure Storm Sewer Plug 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.0060.27	Storm Sewer Plug	Each

Payment is full compensation for furnishing and installing storm sewer plugs.

## **28. 4' x 8' Storm Sewer Structure, Item SPV.0060.28.**

### **A Description**

This special provision describes furnishing and installing a 4' x 8' storm sewer structure at the depths and locations detailed in the plans.

### **B Materials**

Furnish storm sewer structures that are in accordance to the pertinent requirements of section 611.2 of the standard specifications.

### **C Construction**

Construct the 4' x 8' Storm Sewer Structure in accordance to standard spec 611.3 and in accordance to the plan details.

### **D Measurement**

The department will measure 4' x 8' Storm Sewer Structure 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.0060.28	4' x 8' Storm Sewer Structure	Each

Payment is full compensation for furnishing and installing 4' x 8' storm sewer structures as detailed in the plans.

## **29. Roof Drain Connection, Item SPV.0060.29.**

### **A Description**

This special provision describes connecting the existing roof drain at 200 River Street to new pipe and a new inlet structure as detailed in the plan.

### **B Materials**

Furnish ductile iron pipe, elbow, and clean out fitting in accordance to the requirements of the American National Standard for Ductile Iron Pipe.

Furnish flexible pipe couplings as provided by the ductile iron fitting manufacturer for connecting the clean out with the roof down spout.

Furnish concrete masonry for concrete collars in accordance to standard spec 501.

### **C Construction**

Connect the existing roof drain down spout to the storm sewer system as detailed in the plans. If necessary, saw and remove the end of the existing roof drain to make a clean and secure connection to the existing roof drain down spout. Verify that positive drainage is achieved when connecting to the new structure or new pipe.

### **D Measurement**

The department will measure Roof Drain Connection by each roof drain connected and 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.0060.29	Roof Drain Connection	Each

Payment is full compensation for sawing and removing existing materials; for furnishing and installing all materials, couplings, concrete collars, elbows, caps and pipe.

## **30. Locate and Reference Property Corners, Item SPV.0060.30.**

### **A Description**

This special provision describes locating and referencing existing property corners within the project limits. Locate and provide adequate reference ties for existing property corners, which may be disturbed during construction such that the landmark may be re-established upon completion of construction.

**B (Vacant)**

**C Construction**

Obtain approval of the methods of survey with the engineer prior to beginning the work. Use a degree of accuracy in the survey work that is consistent with third order, Class II.

Maintain neat, orderly and complete survey notes and computations used in establishing landmark reference. Make the survey notes and computations available to the engineer within 24 hours request as work progresses.

**D Measurement**

The department will measure Locate and Reference Property Corners 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.0060.30	Locate and Reference Property Corners	Each

Payment is full compensation for furnishing all survey work necessary to locate and reference the landmark; and for furnishing all labor, tools, stakes, flags, equipment, and incidentals necessary to complete the work.

**31. Reset Property Corners, Item SPV.0060.31.**

**A Description**

This special provision describes setting property corners that have been damaged or destroyed during construction operations, which were unavoidable. Note that this item does not apply to items damaged due to negligence or relieve the contractor of other responsibilities as outlined in standard spec 107.11.

**B Materials**

Provide replacement property monuments that are 1-inch inside diameter by 24-inch long iron pipe or 3/4-inch diameter iron rod or rebar that are 24-inches long in locations outside of pavement areas, a Bernsten Steel Nail Marker for placement in asphalt pavement, or a Bersten BP1 Brass Marker with anchoring plug for placement in concrete pavement.

**C Construction**

When drive-in monuments are to be used, drive them into the ground with the top flush with the surface. In unstable soils, increase the depth as directed by the engineer to obtain a suitable foundation for the monument. No additional compensation will be made for the increased depth of the monument.

**D Measurement**

The department will measure Reset Property Corners in place by each individual unit, in which a unit is one property corner, 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.0060.31	Reset Property Corners	Each

Payment is full compensation for furnishing all survey work necessary to reset property corners; for furnishing, placing, and adjusting property corners.

**32. Bench, Item SPV.0060.32.****A Description**

This special provision describes furnishing and installing benches from Victor Stanley.

**B Materials**

Furnish the following bench: Victor Stanley 6' long black 'Classic Series', Model CR-96.

**C Construction**

Install the bench according to the manufacturer's specifications.

**D Measurement**

The department will measure Bench 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.0060.32	Bench	Each

Payment is full compensation for furnishing and installing the bench.

**33. In-Ground Picnic Table, Item SPV.0060.33.****A Description**

This special provision describes furnishing and installing in-ground picnic tables from Diversified Metal Fabricators.

**B Materials**

Furnish the following picnic table: Diversified Metal Fabricators 46" black circular table with four seats, Model ET46rf14. Furnish all installation hardware required to properly secure the picnic table.



**C Construction**

Install the picnic table according to the manufacturer's specifications.

**D Measurement**

The department will measure In-Ground Picnic Table 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.0060.33	In-Ground Picnic Table	Each

Payment is full compensation for furnishing and installing the picnic table.

**34. Utility Line Opening (ULO), Item SPV.0060.34.****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.0060.34	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.

## **35. Concrete Base Type 3 Special, Item SPV.0060.35.**

### **A Description**

This special provision describes constructing concrete foundations, including necessary hardware, as shown on the plans, in accordance to the pertinent provisions of standard spec 654, and as hereinafter provided.

### **B Materials**

Furnish grade A, A-WR, A-FA, or A-IP concrete masonry conforming to the requirements of section 501.2 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.

Conduit cast within the bases shall be Schedule 40 polyvinyl chloride (PVC) electrical conduit and shall conform to the requirements of standard spec 652.

Furnish anchor bolts made from high-strength steel (50 ksi minimum yield strength), ASTM A36, and fit each with two hard washers and two heavy hex nuts. Each bolt shall have approximately 6 inches or more of thread at the top end. The bolts, washers, and nuts shall be galvanized. Furnish 1-inch by 40-inch bolts, including a 4 inch L-bend at the bottom.

Furnish bar steel reinforcement conforming to the requirements of standard spec 505.

### **C Construction**

Construct the bases with the anchor bolts parallel to the centerline of the street.

Forms shall be of sufficient depth to provide a minimum of 12 inches of formed base below the finished grade on the low side of the base. The top surface of the base shall be level with a ¾-inch bevel on the edges and shall be given a rubbed finish.

Cast anchor bolts into the base as shown on the plans. Verify the bolt circle diameters before constructing the bases.

Furnish and install manufactured elbows in all bases, except as noted on the details. Install elbows to permit installation of conduit in as nearly straight-line runs as possible, without unnecessary bends. Bases not installed to this standard will not be accepted. Extend existing conduit into the bases. Elbows shall conform to the requirements of the type of conduit entering the base. Install an extra elbow in each base at the end of a run as directed by the engineer. Install extra elbows in any base as directed by the engineer.

Do not erect poles on the concrete bases until the bases have cured for at least seven days.

All concrete bases require a rubbed finish down to finished grade.

#### **D Measurement**

The department will measure Concrete Base Type 3 Special 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.0060.35	Concrete Base Type 3 Special	Each

Payment is full compensation for furnishing and installing all materials including conduit, bushings, caps and/or plugs, ground rod, anchor bolts, cadwelding, copper grounding wire; furnishing and installing bar steel reinforcement and concrete masonry; for providing openings through existing pavement where required; for excavation, including hand-digging as required, backfill, and disposal of surplus materials.

### **36. Roadway Light Pole, Item SPV.0060.36.**

#### **A Description**

This special provision describes furnishing and installing a roadway light pole in accordance to standard spec 651 through 660, as shown on the plans, and as approved by the engineer.

#### **B Materials**

Furnish the following pole: Ameron #6B1-29 with overall length of 29 feet 1 inch. Finish shall be Ameron standard color #37, Uncoated Black and White.

#### **C Construction**

Install in accordance to standard spec 651 through 660 and the manufacturer's recommendations. Manufacturer to supply standard anchor bolts for installation in base.

**D Measurement**

The department will measure Roadway Light Pole 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.0060.36	Roadway Light Pole	Each

Payment is full compensation for furnishing and installing a light pole.

**37. Decorative Luminaire, Item SPV.0060.37.****A Description**

This special provision describes furnishing and installing a mast arm in accordance to standard spec 651 through 660, as shown on the plans, and as approved by the engineer.

**B Materials**

Furnish the following luminaire: Sternberg Libertyville #1914LED/A/RLM 431 with multi-tap ballast, borosilicate glass, and photocell. Finish shall be Black.

**C Construction**

Install in accordance to standard spec 651 through 660 and the manufacturer's recommendations.

**D Measurement**

The department will measure Decorative Luminaire 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.0060.37	Decorative Luminaire	Each

Payment is full compensation for furnishing and installing the luminaire.

**38. Decorative Mast Arm, Item SPV.0060.38.****A Description**

This special provision describes furnishing and installing a mast arm in accordance to standard spec 651 through 660, as shown on the plans, and as approved by the engineer.

**B Materials**

Furnish the following mast arm: Ameron #CZ-6' with Ameron Oct Cap w/ Finial top mount cap. Finish shall be Black Powder Coat.

**C Construction**

Install in accordance to standard spec 651 through 660 and the manufacturer's recommendations. Manufacturer to supply standard anchor bolts for installation in base.

**D Measurement**

The department will measure Decorative Mast Arm 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.0060.38	Decorative Mast Arm	Each

Payment is full compensation for furnishing and installing a mast arm.

**39. Pedestrian Light, Item SPV.0060.39.****A Description**

This special provision describes furnishing and installing a pedestrian light unit, including the pole and luminaire at the location shown in the plans.

**B Materials**

Furnish the following pole: Traditional Concrete, Inc. Skyliner IV 400 Series Pole D410-MS-PW-T.

Furnish granular backfill in accordance to standard spec 209.

Furnish 12 AWG electrical wire in accordance to standard spec 655.

**C Construction**

Install one of the existing Holophane post top pedestrian luminaires salvaged from the bid item Remove and Replace Pedestrian Luminaire.

Install the pole as recommended by the manufacturer in an augered or hand-dug hole and tamp the pole securely in a plumb position using 6-inch lifts of granular backfill material.

**D Measurement**

The department will measure Pedestrian Light 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.0060.39	Pedestrian Light	Each

Payment is full compensation for furnishing the pole; for excavation; for furnishing and installing electrical wire; for installing the pole; and for furnishing, placing, and compacting backfill

**40. Remove and Replace Pedestrian Luminaire, Item SPV.0060.40.**

**A Description**

This special provision describes removing and replacing pedestrian luminaires.

**B Materials**

Furnish a Holophane Utility Postop Series Decorative Outdoor full cutoff LED Luminaire: PUL\_105\_5K\_AS\_B\_L5\_B.

**C Construction**

Carefully remove the existing HPS luminaire including all pole fastening and wiring hardware for salvage. Load the salvaged luminaires and hardware onto a City of Janesville truck or trailer, or deliver the salvaged material to the City Center, 2200 US 51 North, Janesville, WI. Contact Dave Lou at (608) 751-0522 three calendar days prior to removing the salvaged luminaires to coordinate the delivery time or pickup time and location for the material. Load or deliver all material in one calendar day.

Install the replacement LED luminaire as recommended by the manufacturer.

**D Measurement**

The department will measure Remove and Replace Pedestrian Luminaire 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.0060.40	Remove and Replace Pedestrian Luminaire	Each

Payment is full compensation for removing and salvaging the existing luminaire and properly installing the new luminaire, and for delivering to city.

**41. Remove Roadway Light Pole, Item SPV.0060.41.**

**A Description**

This special provision describes removing and salvaging existing roadway light poles.

**B (Vacant)**

**C Construction**

Remove and salvage the existing concrete light poles specified in the plans and salvage them for return to the City of Janesville. Load the salvaged poles onto a City of Janesville truck or trailer, or deliver the salvaged material to the City Center, 2200 US 51 North, Janesville, WI. The City of Janesville can accommodate up to 2 poles per trip on their lowboy trailer. Contact Dave Lou at (608) 751-0522 three calendar days prior to removing the light poles to coordinate the delivery or pickup time and location of the material. Load or deliver all material in one calendar day.

**D Measurement**

The department will measure Remove Roadway Light Pole 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.0060.41	Remove Roadway Light Pole	Each

Payment is full compensation for removing and salvaging the existing light poles and for delivering to city.

**42. Relocate Pedestrian Light, Item SPV.0060.42.****A Description**

This special provision describes relocating existing pedestrian lights.

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

Remove and relocate the pedestrian lights as shown in the plans. Install the pedestrian lights according to the pertinent requirements of standard spec 657.

**D Measurement**

The department will measure Relocate Pedestrian Light 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.0060.42	Relocate Pedestrian Light	Each

Payment is full compensation for removing and relocating the post top lights.

#### **43. Electrical Pullbox Type Special, Item SPV.0060.43.**

##### **A Description**

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

##### **B Materials**

Furnish a high density polyethylene box and concrete polymer lid or concrete polymer construction for box and lid. Box dimensions for Type Special shall be 12" wide x 12" long x 24" deep. The Type Special box and polymer cover shall be rated to withstand 20,000 lbs.

##### **C Construction**

Install in accordance to the pertinent provisions of standard spec 653.3 and the plan details.

##### **D Measurement**

The department will measure Electrical Pullbox Type Special 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.0060.43	Electrical Pullbox Type Special	Each

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

#### **44. Relocate Pull Box, Item SPV.0060.44.**

##### **A Description**

This special provision describes relocating pull boxes.

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

##### **C Construction**

Remove and relocate the pull box as shown in the plans. Install the pull box according to the pertinent requirements of standard spec 653.3.

##### **D Measurement**

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



**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.44	Relocate Pull Box	Each

Payment is full compensation for excavating, removing the conduit connection, placing the pull box, and reconnecting the conduit.

**45. Remove and Reinstall Traffic Signal, Item SPV.0060.45.****A Description**

This special provision describes removing existing traffic signals and reinstalling that equipment at the same intersection on new concrete bases in accordance to the pertinent provisions of standard spec 204, and 651 through 670 and as hereinafter provided.

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

Notify Dave Lou, City of Janesville at (608) 751-0522 at least five calendar days prior to commencing work at this intersection. Dave Lou will field verify the final locations of the traffic signals.

All poles, pedestal bases, signal heads, backplates, push buttons, pedestrian indications, pull boxes, loop detectors, loop wire, traffic signal cable, and electrical wire are intended to be reused in place except as noted in the plans. In particular, it is noted that the existing wire in the poles is to be reused for poles that are to remain in place. Ensure that access handhole doors and hardware remain intact.

Replace any items that are damaged or not intended for removal. Replace any items damaged during removal or reinstallation of the equipment at the contractor's expense. Replace items removed that are intended to remain in place at the contractor's expense.

**D Measurement**

The department will measure Remove and Reinstall Traffic Signal as each individual pole, 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.0060.45	Remove and Reinstall Traffic Signal	Each

Payment is full compensation for removing and reinstalling traffic signal equipment.

## **46. Low Permeable Plug, Item SPV.0060.46.**

### **A Description**

This special provision describes work conforming with the requirements of standard spec 205, pertinent parts of the Wisconsin Administration Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the plans, and as supplemented herein.

This work consists of construction of low permeable plugs within utility trenches, including quality assurance testing, if required by the engineer or environmental consultant.

### **A.1 Notice to the Contractor**

The department obtained environmental assessment information for locations within this project where excavation is required. Information obtained by the department indicates that installation of low permeable plugs are required to reduce the potential for migration of contaminants within new utility trenches entering and/or exiting the following soil management locations:

1. Station 26+30 to 27+00 from 0 feet LT of centerline to 90 feet LT of centerline.
2. Station 29+05 to 30+45 from 10 feet LT of the reference line to construction limits right.

Additional low permeable plugs may be required for utility trenches at other locations at the discretion of the engineer and environmental consultant. For further information regarding investigation activities at these locations, contact Brad Kraemer, MSA Professional Services, Inc., 1230 South Boulevard, Baraboo, WI, 53913 and (608) 356-2771.

### **A.2 Coordination**

Coordinate work under this contract with the environment consultant.

Name:	MSA Professional Services, Inc. – Kristi DuBois
Address:	1230 South Boulevard, Baraboo, WI, 53913
Phone:	(608) 356-2771
Fax:	(608) 356-2770
E-mail:	kdubois@msa-ps.com

The role of the environmental consultant will be limited to:

1. Evaluation and approval of alternate low permeable plug construction (if alternate to section B is proposed by contractor); and
2. Determining the location and installation depths of low permeable plugs based on review of information from previous field investigations, visual observations, and field screening of soil and groundwater.

Construct low permeable plugs in accordance to the terms and conditions specified herein. At the pre-construction conference, provide a proposed schedule for all excavation activities in the areas of known contamination. Three calendar days prior to commencement of low permeable plug construction, notify the engineer and environmental consultant and provide specifications for alternate low permeable plugs, if proposed. Coordinate with the environmental consultant to ensure that the consultant is present prior to and during low permeable plug construction.

Provide documentation of conformance to the bentonite, cement, aggregate, and sand specifications identified in B Materials to engineer at least three days prior to low permeable plug construction.

### **A.3 Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

Prepare a site-specific Health and Safety Plan complying with the Occupational Safety and Health Administration (OSHA) standard for Hazardous Waste Operation and Emergency Response (HAZWOPER), 29 CFR 1910.120.

Prior to the start of remediation work, provide Health and Safety training meeting OSHA requirements for all site workers taking part in remediation activities or who will have the reasonable probability of exposure to safety or health hazards associated with the contaminated material. Submit a site-specific Health and Safety Plan and written verification that workers have completed up-to-date OSHA training to the engineer prior to the start of remediation work.

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

### **B Materials**

Furnish the materials required to mix and construct the low permeable plug. Acquire materials used for the low permeable plug mixture from the same source used for all work. Use the following low permeable plug mixture unless an alternative low permeable plug is approved by the department and environmental consultant:

- (1) No. 1 Stone: Gradation in accordance to department's Concrete Coarse Aggregate, Section 501.2.5.4.4, No.1.

<b>Sieve Size</b>	<b>Percent Passing</b>
1 inch	100
¾-inch	90 – 100
3/8-inch	20 – 55
No. 4	0 – 10
No. 8	0 – 5

- (2) Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, or organic matter; graded in accordance to WisDOT Concrete Fine Aggregate standard spec 501.2.5.3.4 within the following limits:

<b>Sieve Size</b>	<b>Percent Passing</b>
3/8-inch	100
No. 4	90 – 100
No. 16	45 – 80
No. 50	5 – 30
No. 100	0 – 10

- (3) Cement: ASTM C 150, Type I – Normal
- (4) Bentonite: High yield 200-mesh sodium bentonite clay.
- (5) Water: Use pre-approved department source. Water shall be clean and not detrimental to concrete.

Prepare the low permeable plug in general accordance with the following: one 50-pound bag of cement, two 50-pound bags of sodium bentonite, 1,280 pounds of sand, and 1,939 pounds of No. 1 stone per 1 CY of mix. Prepare the mixture to have sufficient water to be free-flowing and self-healing with a slump of 8 to 10 inches. Use form material at your discretion.

### **C Construction**

*Supplement standard spec 205.3 with the following:*

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

Erect formwork, shoring, and bracing to achieve design requirements in accordance to requirements of ACI 301. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads. The trench backfill placed at the angle of repose in completed sections of the utility trench may serve as containment for one face of the low permeable trench plug.

Extend each low permeable plug at least 3 feet along the trench length. Extend the height of each plug from the bottom of the design utility trench to at least 1 foot above the installed utility. Completely encase the utility pipes and extend the low permeable plugs from trench sidewall to trench sidewall. Place materials such that materials do not segregate. Maintain records of material placement (e.g., record data, location, quantity, air temperature, and test samples collected).

Remove the formwork in accordance to requirements of ACI 301. Remove the forms after 48 hours or when the low permeable material has achieved a strength of at least 50 pounds per square inch as measured by unconfined compressive strength tests on the test specimens. If low permeable plug material does not have the strength to maintain its shape without the assistance of forms, allow the forms to remain in-place.

Field inspection and testing will be performed by the department as necessary. Assist the department with obtaining material samples. The department representative may perform tests on bentonite, cement, aggregate, and sand to ensure conformance with specified requirements. If field inspections indicate work does not meet specified requirements, remove work and replace at no additional cost to the department.

#### **D Measurement**

The department will measure Low Permeable Plug as each individual plug, acceptably accepted.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.46	Low Permeable Plug	Each

Payment is full compensation for furnishing all materials and formwork, preparing the low permeable plug, hauling materials to the construction site, placing the material, and removing formwork.

### **47. Reconstructing Manholes Special, Item SPV.0060.47.**

#### **A Description**

This special provision describes reconstructing existing manhole covers and installing manhole covers, provided by the City of Janesville, in accordance to the plan details, the pertinent requirements of standard spec 611, and as hereinafter provided.

#### **B Materials**

Furnish materials in accordance to standard spec 611.2.

The City of Janesville will furnish manhole frames and manhole covers. Receive the frames and covers from the City of Janesville Operations Division located at the City Services Center, 2200 US Highway 51 north, Janesville, WI. Contact John Whitcomb of

the City of Janesville at (608) 755-3110 at least three calendar days prior to requiring the manhole covers to schedule and coordinate receiving the frames and covers.

The existing manhole covers and frames shall become property of the contractor.

### **C Construction**

Reconstruct manhole covers in accordance to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

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, place a 6-foot straightedge over the centerline of each manhole frame parallel to the direction of traffic. Make a measurement at each side of the frame. Average the two measurements. 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 will be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, make the two measurements at each end of the straightedge. Average these two measurements. The same criteria for acceptance and payment as above, will apply.

### **D Measurement**

The department will measure Reconstructing Manholes Special 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.0060.47	Reconstructing Manholes Special	Each

Payment is full compensation for furnishing all materials, including masonry and fittings, exclusive of the frames and covers; for removing and salvaging the existing covers; for furnishing all necessary excavation, backfilling, disposal of surplus material, and for cleaning out and restoring the worksite.

## **48. Seeding, Seed Mix 70, Item SPV.0085.01, Seeding Nurse Crop Item SPV.0085.02.**

### **A Description**

This special provision describes furnishing and sowing the required native seed mixture as shown in the plans and in accordance to standard spec 630 except as hereinafter supplemented.

## B Materials

Furnish the Seed Mix 70 from the Table of Native Seed Mixtures which is modified as follows:

	SPECIES	SPECIES BOTANICAL NAME	PURITY & GERMINATION minimum %	MIXTURE PROPORTIONS in percent
FORBS	Canada Anemone	<i>Anemone canadensis</i>	PLS	2
	Butterflyweed	<i>Asclepias tuberosa</i>	PLS	2
	Sky Blue Aster	<i>Aster azureus</i>	PLS	2
	White Wild Indigo	<i>Baptisia leucantha</i>	PLS	2
	Partridge-pea	<i>Chamaescrista (Cassia) fasciculata</i>	PLS	2
	Purple Prairie Clover	<i>Dalea (Petalostemum) purpurea</i>	PLS	2
	Canada Tick-trefoil	<i>Desmodium canadense</i>	PLS	2
	Pale Purple Coneflower	<i>Echinacea pallida</i>	PLS	2
	Flowering Spurge	<i>Euphorbia corollata</i>	PLS	2
	Wild Geranium	<i>Geranium maculatum</i>	PLS	2
	Rough Blazingstar	<i>Liatris aspera</i>	PLS	2
	Prairie Blazingstar	<i>Liatris pycnostachya</i>	PLS	2
	Wild Bergamot	<i>Monarda fistulosa</i>	PLS	2
	White Prairie Clover	<i>Petalostemum candidum</i>	PLS	2
	Yellow Coneflower	<i>Ratibida pinnata</i>	PLS	2
	Stiff Goldenrod	<i>Solidago rigida</i>	PLS	2
	Showy Goldenrod	<i>Solidago speciosa</i>	PLS	2
	Spiderwort	<i>Tradescantia ohiensis</i>	PLS	2
GRASSES	Sideoats Grama	<i>Bouteloua curtipendula</i>	PLS	20
	Canada Wildrye	<i>Elymus canadensis</i>	PLS	20
	Little Bluestem	<i>Schizachyrium (Andropogon) scoparium</i>	PLS	24

If the engineer approves, substitute an alternate forb for a required forb that is not available using the same percentage as specified for the required forb. Use a different alternate forb for unavailable required forb. Provide documentation that a required forb is not available before proposing an alternate for engineer approval.

Add A nurse crop of *Avena sativa*, Common Oat to the seed mix at a rate of 0.5 lbs per 1000 square feet. The minimum purity and germination of the Common Oat seed shall be as specified in standard spec 630.2.1.5.1.1(3) in the table of highway seed mixes. Seeding for the nurse crop is included under the Seeding Nurse Crop bid item.

**C Construction**

Sow seed mix as defined in standard spec 630 – Seeding. All provisions for installation and establishment period of Seed Mix 70 shall apply. As provided by standard spec 630.3.3.5.1, sow seed mixture at a rate of 0.4 pounds PLS per 1000 square feet, excluding nurse crop. Provide nurse crop as provided under (B) above.

**D Measurement**

The department will measure Seed Mix 70 by the pound in accordance to standard spec 630.4.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Seeding Mix 70	LB
SPV.0085.02	Seeding Nurse Crop	LB

Payment is full compensation for providing, handling, and storing all seed; for providing the required culture and inoculating seed as specified; and for preparing the seed bed, sowing, covering and firming the seed.

**49. Reset Block Retaining Wall, Item SPV.0090.01.****A Description**

This special provision describes resetting a section of the retaining wall at 100 West Holmes Street as detailed in the plans.

**B Materials**

Furnish Base Aggregate Dense 1 1/4-Inch in accordance to standard spec 305.

Furnish sand in accordance to standard spec 501.2.5.3.

Furnish granular backfill in accordance to standard spec 209.

Furnish mortar meeting in accordance to standard spec 519.2.3.

**C Construction**

Carefully remove the modular block and wall cap sections of the designated section of retaining wall without damaging the blocks. Remove the wall to an elevation below the proposed sidewalk grade. If the bottom course of block is removed, excavate the existing base material below the bottom course. Construct a leveling foundation with Base Aggregate Dense 1-1/4 Inch. The depth of the leveling foundation shall be 12-inches. The leveling foundation shall be the width of the block plus 12 inches. Compact the base aggregate using mechanical vibratory compaction equipment or as approved by the engineer.



Reset the section of wall using the removed modular block and wall cap to the elevations and locations shown in the plans. Block with damaged facing shall be rotated 180 degrees. Match the block spacing and block pattern of the wall that will remain. Mortar between each course and between the top course and wall cap. Clean all mortar joints such that mortar is not visible from the sidewalk. Set the wall at a 1-foot horizontal to 8-foot vertical canter away from the sidewalk. Blend this canter in to the existing canter angle along West Holmes Street.

Backfill behind the wall with granular material in 6-inch layers to an elevation 6-inches below the top of the wall cap. Compact each layer with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer. Backfill the remaining depth with 6-inches of topsoil. Seed, fertilize, and mulch the disturbed areas.

**D Measurement**

The department will measure Reset Block Retaining Wall by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Reset Block Retaining Wall	LF

Payment is full compensation for removing and protecting the existing modular block and wall cap; for excavation; for resetting the modular blocks; and for grading.

**50. Shovel Cut Bed Edge, Item SPV.0090.02.**

**A Description**

This special provision describes installing a shovel cut bed edge along the exterior perimeter of designated planting beds. All sides of perennial planting beds not contained by a parking lot, curb or sidewalk edge shall be defined by a spade cut bed edge.

**B (Vacant)**

**C Construction**

Bed edge lines shall follow patterns as indicated in the plan set. Spade cut the bed edge by inserting the shovel 4-inches into the ground. Remove soil material from the planting bed side to a minimum depth of 4-inches. Remove excess material from the site.

**D Measurement**

The department will measure Shovel Cut Bed Edge 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.0090.02	Shovel Cut Bed Edge	LF

Payment is full compensation for providing and installing all materials necessary to completely construct shovel cut bed edge; and for backfilling, proper disposing of surplus material and restoration.

**51. Rain Garden Under Drain, Item SPV.0090.03.****A Description**

This special provision describes constructing an under drain system for the rain garden area.

**B Materials**

Furnish sand meeting the well graded fine aggregate for concrete in accordance to standard spec 501.2.5.3.4. Do not use manufactured sand or stone dust. Wash and drain the sand to remove clay and silt prior to mixing.

Furnish geotextile fabric type DF, Schedule B Test in accordance to standard spec 645.2.4.

Furnish 4-inch perforated corrugated polyethylene drainage pipe in accordance to standard spec 612.2.5.

**C Construction**

Excavate the trench, line the trench with filter fabric, install the under drain pipe in the trench, and backfill the trench with sand to the location and elevations shown in the plans and in accordance to standard spec 645.3 and 612.3.

**D Measurement**

The department will measure Rain Garden Under Drain by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Rain Garden Under Drain	LF

Payment is full compensation for excavation; for furnishing and installing, geotextile fabric, and drainage pipe; and for backfilling.

## **52. Construction Staking Multi-Use Path, Item SPV.0090.04.**

### **A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical position for the multi-use path.

### **B (Vacant)**

### **C Construction**

Perform construction staking in accordance to standard spec 650.3.1.

### **D Measurement**

The department will measure Construction Staking Multi-Use Path 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.0090.04	Construction Staking Multi-Use Path	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.

## **53. Remove Wire and Cable from Existing Conduit, Item SPV.0105.01.**

### **A Description**

This special provision describes removing traffic signal wire and cable from existing conduit for the purposes of disposal and preparation for new wire and cable in that same conduit in accordance to the pertinent provisions of standard spec 204, and 651 through 670 and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

Notify Dave Lou at the city of Janesville at (608) 751-0522 at least three calendar days prior to commencing work at this intersection.

Disconnect splices for home run cables and wires in pull boxes and the bases of existing poles such that cable and wire located within poles to remain in place can be re-spliced and reutilized after the new home run cable is pulled. Remove home run cables from existing conduit as to not damage items that are to remain in place, including the conduit itself. In particular, it is noted that the existing wire in the poles is to be reused, except as noted in the miscellaneous quantities. Ensure that access handhole doors and hardware remain intact.

Pulling of new wire and re-splicing existing wire in the pole bases and pull boxes will be paid for under the new individual cable or wire items being pulled or re-spliced.

Remove and replace any items damaged during removal of the wire and cable at the contractor's expense. Replace items removed that are intended to remain in place at the contractor's expense.

**D Measurement**

The department will measure Remove Wire and Cable from Existing Conduit as a single complete lump sum unit of work for removal, 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.0105.01	Remove Wire and Cable from Existing Conduit	LS

Payment is full compensation for disconnecting splices in existing traffic signal poles and pull boxes, removing wire and cable, and disposing of wire and cable.

**54. Concrete Pavement Joint Layout, Item SPV.0105.02.**

**A Description**

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

**B (Vacant)**

**C Construction**

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

**D Measurement**

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

**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	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.

**55. Construction Staking Rain Garden, Item SPV.0105.03.**

**A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical position for engineered soil cells in the rain garden area.

**B (Vacant)**

**C Construction**

Perform construction staking in accordance to standard spec 650.3.1.

**D Measurement**

The department will measure Construction Staking Rain Garden, as a single lump sum unit of work for construction staking, 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.0105.03	Construction Staking Rain Garden	LS

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. Shredded Hardwood Bark Mulch, Item SPV.0180.01.**

**A Description**

This special provision describes furnishing and placing Shredded Hardwood Bark Mulch at the location shown on the plans and in accordance to the pertinent provisions of standard spec 632 and as hereinafter provided.

**B Materials**

Shredded Hardwood Bark Mulch shall be finely shredded hardwood bark mulch and shall be the product of a mechanical chipper, hammermill, or tub grinder. The material shall be fibrous and uniformly dark brown in color, free of large wood chunks, and shall be substantially free of mold, dirt, sawdust, and foreign material. No portion of the material shall be in an advanced state of decomposition. The material shall not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. The material shall contain no bark of the black walnut tree. The material, when air dried, shall

all pass a 4-inch screen and no more than 20 percent by mass of the material shall pass a 0.10-inch sieve. Unattached bark or greenleaf composition, either singly or combined, shall not exceed 20 percent each by mass. The maximum length of individual pieces shall not exceed 4 inches.

Mulch for planting beds shall be one-year old well rotted, shredded hardwood bark mulch not larger than 4 inches in length and ½ inch in width, free of wood chips and sawdust.

**C Construction**

Install mulch in accordance to standard spec 632.3.9 to a depth of 3 inches.

**D Measurement**

The department will measure Shredded Hardwood Bark Mulch by the square yard of surface area, acceptably completed.

**E Payment**

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

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

Payment is full compensation for furnishing and installing all materials.

**57. Gravel Mulch, Item SPV.0180.02.**

**A Description**

This special provision describes furnishing and placing gravel mulch to restore existing gravel mulch areas disturbed by construction activities and as directed by the engineer.

**B Materials**

Furnish gravel that is washed coarse aggregate matching the existing mulch in the area being replaced in type, color, and size.

**C Construction**

Place approximately 3 inches thickness of mulch within the specified area after performing all necessary backfilling and adjustment. Blend new mulch into existing mulch to create a smooth transition.

**D Measurement**

The department will measure Gravel Mulch by the square yard, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Gravel Mulch	SY

Payment is full compensation for furnishing all necessary materials, including the gravel mulch, fabric, excavation, placing, hauling, disposal.

## **58. Excavation, Hauling, and Disposal of Contaminated Soil, Item SPV.0195.01.**

### **A Description**

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

This special provision describes excavating, segregating, loading, hauling, and disposing of contaminated soil and excavating and temporarily stockpiling contaminated soil for further testing prior to disposal at a landfill. Dispose of contaminated soil at a WDNR approved landfill facility. The closest WDNR approved facilities are:

Veolia's Mallard Ridge Landfill  
Attn: Scott Kleinhans  
W8470 State Road 11  
Delavan, WI 53115  
(414) 807-7101

City of Janesville Landfill  
Attn: Mandy Bonneville  
525 Blackridge Road  
Janesville, WI 53547  
(608) 755-3110

Waste Management's Deer Track Park Landfill  
Attn: Ashley Roesslet  
N6756 Waldmann Lane  
Watertown, WI 53094  
(262) 250-8758

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 Material Locations**

The department completed testing for soil contamination at locations within this project where excavation is required. Results indicate that solvent-contaminated soil is present at the following locations on South River Street:

1. Station 29+05 to 30+45 from 10 feet LT of the reference line to construction limits right. The estimated volume of contaminated soil to be excavated at this location is 65 cubic yards (estimated 111 tons using a conversion of 1.7 tons per cubic yard) at depths between 5 and 9 feet.

In addition, results indicate that lead-contaminated soil is present at the following location on South River Street:

1. Station 26+30 to 27+00 from the reference line to construction limits left. If soil is unsuitable for backfill, the estimated volume of contaminated soil to be excavated at this location is 70 cubic yards (estimated 119 tons using a conversion of 1.7 tons per cubic yard).

Results also indicate that arsenic-contaminated, low-level PAH and low-level petroleum contaminated soil (site is historic fill location) is present at the following locations on South River Street:

1. Rain Garden area: Station 16+25 to 20+25 from 20 feet RT of the reference line 80 feet RT of the reference line below the topsoil layer. The estimated volume of contaminated soil to be excavated at this location is 730 cubic yards (estimated 1,241 tons using a conversion of 1.7 tons per cubic yard).

Contaminated soil and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soil and/or USTs are encountered at other locations, terminate excavations in that area and notify the engineer. Non-hazardous contaminated soil at other locations shall be managed by the contractor under this contract. UST removal will be performed by others.

No active groundwater monitoring wells were observed within the construction limits. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect 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.

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

Name:	Mike Novey, P.E., DAAR Engineering
Phone:	(608) 334-5215
E-mail:	mike.novey@daarengineering.com



### **A.3 Coordination**

Coordinate work under this contract with the environment consultant:

Consultant: MSA Professional Services  
Address: 1230 South Boulevard, Baraboo, WI 53913  
Contact: Kristi DuBois  
Phone: (608) 356-2771  
Fax: (608) 356-2770  
E-mail: kdubois@msa-ps.com

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the contaminated areas specified above to the environmental consultant. Identify the WDNR approved bioremediation and landfill facility that will be used for disposal of petroleum, lead and solvent-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 lead, arsenic, petroleum and/or solvents. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

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

#### **C Construction**

*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 or Rain Garden Excavation 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.
- Low-level contaminated soil for reuse as backfill within the excavation (incidental to the storm sewer bid item).
- Lead- or solvent-contaminated soil for landfilling at the WDNR-licensed disposal facility.
- Potentially contaminated material for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 100 cubic yards of contaminated material on-site that require additional characterization. Construct and maintain a temporary stockpile of the material in accordance to NR 718.05(3), including, but not limited to, placement of the contaminated soil and fill material 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 or landfill disposal at a 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 bioremediation or landfill disposal so as not to contain free liquids.

Implement control measures as necessary and as directed by the engineer.

Groundwater may be present within the construction limits. If dewatering is required in excavations in areas of known contamination, water pumped from these areas may be discharged to the surface if discharged water meets all applicable requirements of the Wisconsin Pollution Discharge Elimination System (WPDES) for contaminated groundwater including, but not limited to, pretreatment of water, if required, in order to meet WPDES discharge requirements. If water does not meet WPDES requirements, it may, with pre-approval by the Janesville Wastewater District, be discharged to the sanitary sewer. Contact the City of Janesville Wastewater Department prior to discharge of contaminated groundwater to the sanitary sewer. Any discharge shall meet all conditions of the most current City of Janesville Sewer Use Ordinance. Discharge to sanitary sewer is limited to a maximum total benzene, toluene, ethylbenzene, and xylenes (BTEX) concentration of 150 µg/L. The Janesville Wastewater Department will assess the contractor a fee for sanitary sewer discharge equal to the current domestic wastewater fee. If discharged on-site, perform all necessary monitoring to document compliance with WPDES and/or the Janesville Wastewater District's requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with those requirements. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

**D Measurement**

The department will measure Excavation, 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.

**E Payment**

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and direct landfilling; stockpiling soil for additional characterization; for obtaining solid waste collection and transportation service operating licenses; for 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   2   (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 1 (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.

---

**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.

---

**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"
		END <sup>[1]</sup>	2 3/4"	3 1/4"	4 1/4"
		SUM IN MIDDLE 1/2 OF LENGTH <sup>[2]</sup>	11"	13"	17"
	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"
		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).
- 

**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.
- 

**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.
- 

**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
- 

**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  
ROCK 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	29.55	14.95	44.50
Electrician	30.00	17.81	47.81
Future Increase(s): Add \$.80/hr on 6/1/2012. Add \$.70/hr on 6/1/2013. Add \$.25/hr on 12/1/13.			
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	26.50	15.36	41.86
Piledriver	29.56	15.16	44.72
Roofer or Waterproofer	37.65	16.02	53.67
Teledata Technician or Installer	21.26	11.75	33.01
Tuckpointer, Caulker or Cleaner	32.66	16.20	48.86
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
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.98	13.16	40.14
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27



<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
<b>TRUCK DRIVERS</b>			
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, Dumptror, 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	23.84	14.76	38.60
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	23.96	12.88	36.84
Landscaoper	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 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)	17.09	8.72	25.81

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Railroad Track Laborer	23.35	2.62	25.97

### 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).	34.22	18.90	53.12
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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).

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.	33.72	18.90	52.62
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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).

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 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	33.22	18.90	52.12
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<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
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).	33.22	18.90	52.12
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).	32.67	18.90	51.57
Fiber Optic Cable Equipment.	24.39	5.39	29.78

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		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			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	27.02 .....	13.45			
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			

Truck Drivers:

1 & 2 Axles .....	23.16 .....	17.13
Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic .....	23.31 .....	17.13

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.

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	32.06 .....	17.00
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker (South of Edgerton and Milton) .....	34.34 .....	25.72
Ironworker (Northern Area, Vicinity of Edgerton and Milton) .....	31.25 .....	19.48
Cement Mason/Concrete Finisher .....	32.09 .....	16.13
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
Painter, Brush .....	24.50 .....	16.27
Painter, Spray, Structural Steel, Bridges .....	25.50 .....	16.27
Well Drilling:		
Well Driller .....	16.52 .....	3.70

SUPERSEDES DECISION WI20070010  
U. S. DEPARTMENT OF LABOR  
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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 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 13	32.20	21.64		
Teledata System Installer			Area 11 -	DOUGLAS COUNTY
Area 14				
Installer/Technician .....	21.89	11.83	Area 12 -	RACINE (except Burlington township) COUNTY
Sound & Communications				
Area 15			Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Installer .....	16.47	14.84		
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:  
20130409009PROJECT(S):  
5990-00-78FEDERAL ID(S):  
WISC 2013211

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

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

## SECTION 0001 ROADWAY ITEMS

0010	201.0120 CLEARING	158.000				
		ID	.		.	
0020	201.0220 GRUBBING	164.000				
		ID	.		.	
0030	204.0100 REMOVING PAVEMENT	11,579.000				
		SY	.		.	
0040	204.0110 REMOVING ASPHALTIC SURFACE	417.000				
		SY	.		.	
0050	204.0120 REMOVING ASPHALTIC SURFACE MILLING	514.000				
		SY	.		.	
0060	204.0150 REMOVING CURB & GUTTER	64.000				
		LF	.		.	
0070	204.0155 REMOVING CONCRETE SIDEWALK	2,554.000				
		SY	.		.	
0080	204.0195 REMOVING CONCRETE BASES	5.000				
		EACH	.		.	
0090	204.0210 REMOVING MANHOLES	13.000				
		EACH	.		.	
0100	204.0220 REMOVING INLETS	26.000				
		EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0245 REMOVING STORM SEWER (SIZE) 01. 12-INCH OR LESS	940.000 LF	.		.	
0120	204.0245 REMOVING STORM SEWER (SIZE) 02. 15 TO 18-INCH	584.000 LF	.		.	
0130	204.0245 REMOVING STORM SEWER (SIZE) 03. 20 TO 27-INCH	69.000 LF	.		.	
0140	204.0245 REMOVING STORM SEWER (SIZE) 04. 30 TO 36-INCH	193.000 LF	.		.	
0150	204.9060.S REMOVING (ITEM DESCRIPTION) 01. LUMINAIRE AND MAST ARM	3.000 EACH	.		.	
0160	204.9090.S REMOVING (ITEM DESCRIPTION) 01. RETAINING WALL	19.000 LF	.		.	
0170	205.0100 EXCAVATION COMMON *P*	5,354.000 CY	.		.	
0180	213.0100 FINISHING ROADWAY (PROJECT) 01. 5990-00-78	1.000 EACH	.		.	
0190	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	4,687.000 TON	.		.	
0200	312.0110 SELECT CRUSHED MATERIAL	1,558.000 TON	.		.	
0210	415.0080 CONCRETE PAVEMENT 8-INCH	9,467.000 SY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	415.0210 CONCRETE PAVEMENT GAPS	5.000 EACH	.		.	
0230	415.1080 CONCRETE PAVEMENT HES 8-INCH	158.000 SY	.		.	
0240	416.0160 CONCRETE DRIVEWAY 6-INCH	400.000 SY	.		.	
0250	416.0620 DRILLED DOWEL BARS	172.000 EACH	.		.	
0260	416.1010 CONCRETE SURFACE DRAINS	4.000 CY	.		.	
0270	455.0105 ASPHALTIC MATERIAL PG58-28	3.000 TON	.		.	
0280	455.0605 TACK COAT	13.000 GAL	.		.	
0290	460.1103 HMA PAVEMENT TYPE E-3	59.000 TON	.		.	
0300	460.2000 INCENTIVE DENSITY HMA PAVEMENT	40.000 DOL	1.00000		40.00	
0310	465.0105 ASPHALTIC SURFACE	117.000 TON	.		.	
0320	520.8000 CONCRETE COLLARS FOR PIPE	6.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	601.0417 CONCRETE CURB & GUTTER 30-INCH TYPE K	4,315.000 LF	.		.	
0340	601.0419 CONCRETE CURB & GUTTER 30-INCH TYPE L	10.000 LF	.		.	
0350	601.0600 CONCRETE CURB PEDESTRIAN	56.000 LF	.		.	
0360	602.0405 CONCRETE SIDEWALK 4-INCH	13,435.000 SF	.		.	
0370	602.0415 CONCRETE SIDEWALK 6-INCH	7,835.000 SF	.		.	
0380	602.0515 CURB RAMP DETECTABLE WARNING FIELD NATURAL PATINA	288.000 SF	.		.	
0390	602.1500 CONCRETE STEPS	4.000 SF	.		.	
0400	606.0200 RIPRAP MEDIUM	6.000 CY	.		.	
0410	607.0408 STORM SEWER PIPE COMPOSITE 8-INCH	9.000 LF	.		.	
0420	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	1,393.000 LF	.		.	
0430	608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH	184.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH	330.000 LF	.		.	
0450	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	146.000 LF	.		.	
0460	608.0330 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 30-INCH	203.000 LF	.		.	
0470	608.0412 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 12-INCH	40.000 LF	.		.	
0480	611.0645 INLET COVERS TYPE MS-A	2.000 EACH	.		.	
0490	611.2004 MANHOLES 4-FT DIAMETER	13.000 EACH	.		.	
0500	611.2006 MANHOLES 6-FT DIAMETER	2.000 EACH	.		.	
0510	611.3230 INLETS 2X3-FT	32.000 EACH	.		.	
0520	611.3901 INLETS MEDIAN 1 GRATE	2.000 EACH	.		.	
0530	611.8110 ADJUSTING MANHOLE COVERS	2.000 EACH	.		.	
0540	611.8115 ADJUSTING INLET COVERS	7.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0550	612.0902.S INSULATION BOARD POLYSTYRENE (INCH) 01. 2-INCH	104.400 SY	.		.	
0560	616.0700.S FENCE SAFETY	600.000 LF	.		.	
0570	619.1000 MOBILIZATION	1.000 EACH	.		.	
0580	624.0100 WATER	70.000 MGAL	.		.	
0590	625.0100 TOPSOIL	5,667.000 SY	.		.	
0600	627.0200 MULCHING	400.000 SY	.		.	
0610	628.1504 SILT FENCE	1,650.000 LF	.		.	
0620	628.1520 SILT FENCE MAINTENANCE	3,300.000 LF	.		.	
0630	628.1905 MOBILIZATIONS EROSION CONTROL	2.000 EACH	.		.	
0640	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	4.000 EACH	.		.	
0650	628.2006 EROSION MAT URBAN CLASS I TYPE A	2,580.000 SY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0660	628.7005 INLET PROTECTION TYPE A	4.000 EACH	.		.	
0670	628.7010 INLET PROTECTION TYPE B	3.000 EACH	.		.	
0680	628.7020 INLET PROTECTION TYPE D	77.000 EACH	.		.	
0690	628.7560 TRACKING PADS	4.000 EACH	.		.	
0700	629.0210 FERTILIZER TYPE B	3.570 CWT	.		.	
0710	630.0140 SEEDING MIXTURE NO. 40	24.000 LB	.		.	
0720	631.0300 SOD WATER	159.000 MGAL	.		.	
0730	631.1000 SOD LAWN	2,786.000 SY	.		.	
0740	632.0101 TREES (SPECIES, ROOT, SIZE) 01. MAPLE, SIENNA GLEN, B&B, 2-1/2 INCH CAL	7.000 EACH	.		.	
0750	632.0101 TREES (SPECIES, ROOT, SIZE) 02. HORSE CHESTNUT, BAUMAN, B&B, 2-1/2 INCH CAL	6.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0760	632.0101 TREES (SPECIES, ROOT, SIZE) 03. HACKBERRY, WINDY CITY, B&B, 2-1/2 INCH CAL	EACH 5.000	.		.	
0770	632.0101 TREES (SPECIES, ROOT, SIZE) 04. GINKGO, PRINCETON SENTRY, B&B, 2-1/2 INCH CAL	EACH 7.000	.		.	
0780	632.0101 TREES (SPECIES, ROOT, SIZE) 05. HONEYLOCUST, SKYLINE, B&B, 2 INCH CAL	EACH 5.000	.		.	
0790	632.0101 TREES (SPECIES, ROOT, SIZE) 06. PLANETREE, MORTON CIRCLE EXCLAMATION, B&B, 2 INCH CAL	EACH 3.000	.		.	
0800	632.0101 TREES (SPECIES, ROOT, SIZE) 07. OAK, REGAL PRINCE, B&B, 2 INCH CAL	EACH 5.000	.		.	
0810	632.0101 TREES (SPECIES, ROOT, SIZE) 08. AMERICAN ELM, NEW HARMONY, B&B, 2 INCH CAL	EACH 5.000	.		.	
0820	632.0101 TREES (SPECIES, ROOT, SIZE) 09. HOPHORNBEAM, EUROPEAN, B&B, 1-1/4 INCH CAL	EACH 7.000	.		.	
0830	632.0101 TREES (SPECIES, ROOT, SIZE) 10. CRABAPPLE, PRAIRIE FIRE, CG, 6 FT HT	EACH 9.000	.		.	



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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0840	632.0101 TREES (SPECIES, ROOT, SIZE) 11. CRABAPPLE, SUGAR TYME, CG, 6 FT HT	9.000 EACH	.		.	
0850	632.0101 TREES (SPECIES, ROOT, SIZE) 12. JAPANESE TREE LILAC, IVORY SILK, CG, 6 FT HT	2.000 EACH	.		.	
0860	632.9101 LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES	15.000 EACH	.		.	
0870	634.0812 POSTS TUBULAR STEEL 2X2-INCH X 12-FT	1.000 EACH	.		.	
0880	634.0814 POSTS TUBULAR STEEL 2X2-INCH X 14-FT	34.000 EACH	.		.	
0890	634.0816 POSTS TUBULAR STEEL 2X2-INCH X 16-FT	9.000 EACH	.		.	
0900	637.0202 SIGNS REFLECTIVE TYPE II	215.000 SF	.		.	
0910	638.2102 MOVING SIGNS TYPE II	5.000 EACH	.		.	
0920	638.2602 REMOVING SIGNS TYPE II	41.000 EACH	.		.	
0930	638.3000 REMOVING SMALL SIGN SUPPORTS	21.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0940	642.5201 FIELD OFFICE TYPE C	1.000 EACH	.		.	
0950	643.0100 TRAFFIC CONTROL (PROJECT) 01. 5990-00-78	1.000 EACH	.		.	
0960	643.0300 TRAFFIC CONTROL DRUMS	5,304.000 DAY	.		.	
0970	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	9,690.000 DAY	.		.	
0980	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	15,504.000 DAY	.		.	
0990	643.0900 TRAFFIC CONTROL SIGNS	6,732.000 DAY	.		.	
1000	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II	2.000 EACH	.		.	
1010	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	21.500 SF	.		.	
1020	643.1050 TRAFFIC CONTROL SIGNS PCMS	30.000 DAY	.		.	
1030	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 5990-00-78	1.000 EACH	.		.	
1040	643.3000 TRAFFIC CONTROL DETOUR SIGNS	1,326.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1050	645.0130 GEOTEXTILE FABRIC TYPE R	38.000 SY	.		.	
1060	646.0106 PAVEMENT MARKING EPOXY 4-INCH	4,070.000 LF	.		.	
1070	646.0116 PAVEMENT MARKING EPOXY 6-INCH	5,135.000 LF	.		.	
1080	646.0126 PAVEMENT MARKING EPOXY 8-INCH	5.000 LF	.		.	
1090	647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2	2.000 EACH	.		.	
1100	647.0206 PAVEMENT MARKING ARROWS BIKE LANE EPOXY	12.000 EACH	.		.	
1110	647.0306 PAVEMENT MARKING SYMBOLS BIKE LANE EPOXY	12.000 EACH	.		.	
1120	647.0356 PAVEMENT MARKING WORDS EPOXY	1.000 EACH	.		.	
1130	647.0556 PAVEMENT MARKING STOP LINE EPOXY 12-INCH	97.000 LF	.		.	
1140	647.0576 PAVEMENT MARKING STOP LINE EPOXY 24-INCH	105.000 LF	.		.	
1150	647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH	1,600.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1160	650.4000 CONSTRUCTION STAKING STORM SEWER	51.000 EACH	.		.	
1170	650.5000 CONSTRUCTION STAKING BASE	408.000 LF	.		.	
1180	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER	10.000 LF	.		.	
1190	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	2,116.000 LF	.		.	
1200	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 5990-00-78	LUMP	LUMP		.	
1210	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 5990-00-78	LUMP	LUMP		.	
1220	650.9920 CONSTRUCTION STAKING SLOPE STAKES	2,116.000 LF	.		.	
1230	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	1,710.000 LF	.		.	
1240	652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	28.000 LF	.		.	
1250	652.0325 CONDUIT RIGID NONMETALLIC SCHEDULE 80 2-INCH	480.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1260	652.0335 CONDUIT RIGID NONMETALLIC SCHEDULE 80 3-INCH	53.000 LF	.		.	
1270	652.0340 CONDUIT RIGID NONMETALLIC SCHEDULE 80 4-INCH	83.000 LF	.		.	
1280	652.0800 CONDUIT LOOP DETECTOR	344.000 LF	.		.	
1290	653.0135 PULL BOXES STEEL 24X36-INCH	1.000 EACH	.		.	
1300	653.0140 PULL BOXES STEEL 24X42-INCH	3.000 EACH	.		.	
1310	653.0905 REMOVING PULL BOXES	2.000 EACH	.		.	
1320	654.0101 CONCRETE BASES TYPE 1	2.000 EACH	.		.	
1330	655.0210 CABLE TRAFFIC SIGNAL 3-14 AWG	36.000 LF	.		.	
1340	655.0230 CABLE TRAFFIC SIGNAL 5-14 AWG	38.000 LF	.		.	
1350	655.0270 CABLE TRAFFIC SIGNAL 15-14 AWG	745.000 LF	.		.	
1360	655.0310 CABLE TYPE UF 2-12 AWG	133.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1370	655.0515 ELECTRICAL WIRE TRAFFIC SIGNALS 10 AWG	1,083.000 LF	.		.	
1380	655.0615 ELECTRICAL WIRE LIGHTING 10 AWG	2,318.000 LF	.		.	
1390	655.0625 ELECTRICAL WIRE LIGHTING 6 AWG	6,954.000 LF	.		.	
1400	655.0800 LOOP DETECTOR WIRE	860.000 LF	.		.	
1410	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. STA. 23+60, 25.5' RT.	LUMP	LUMP		.	
1420	690.0150 SAWING ASPHALT	1,588.000 LF	.		.	
1430	690.0250 SAWING CONCRETE	1,332.000 LF	.		.	
1440	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	2,890.000 DOL	1.00000		2890.00	
1450	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	350.000 HRS	5.00000		1750.00	
1460	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	600.000 HRS	5.00000		3000.00	
1470	SPV.0035 SPECIAL 01. ENGINEERED SOIL	631.000 CY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1480	SPV.0035 SPECIAL 02. RAIN GARDEN EXCAVATION	100.000 CY	.		.	
1490	SPV.0045 SPECIAL 01. TEMPORARY CROSSWALK ACCESS	1,122.000 DAY	.		.	
1500	SPV.0060 SPECIAL 01. BIG BLUESTEM, CG, 3" PLUG	1,120.000 EACH	.		.	
1510	SPV.0060 SPECIAL 02. ANEMONE, CANADA, CG, 3" PLUG	225.000 EACH	.		.	
1520	SPV.0060 SPECIAL 03. MILKWEED, MARSH, CG, 3" PLUG	225.000 EACH	.		.	
1530	SPV.0060 SPECIAL 04. MILKWEED, BUTTERFLY, CG, 3" PLUG	225.000 EACH	.		.	
1540	SPV.0060 SPECIAL 05. ASTER, NEW ENGLAND, CG, 3" PLUG	225.000 EACH	.		.	
1550	SPV.0060 SPECIAL 06. ASTER, RED-STEMMED, CG, 3" PLUG	225.000 EACH	.		.	
1560	SPV.0060 SPECIAL 07. RUSH, SCOURING, CG, 3" PLUG	225.000 EACH	.		.	
1570	SPV.0060 SPECIAL 08. JOE PYE WEED, CG, 3" PLUG	225.000 EACH	.		.	
1580	SPV.0060 SPECIAL 09. BONESET, CG, 3" PLUG	225.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1590	SPV.0060 SPECIAL 10. SNEEZEWEED, CG, 3" PLUG	225.000 EACH	.		.	
1600	SPV.0060 SPECIAL 11. BLAZINGSTAR, PRAIRIE, CG, 3" PLUG	225.000 EACH	.		.	
1610	SPV.0060 SPECIAL 12. LOBELIA, BLUE, CG, 3" PLUG	225.000 EACH	.		.	
1620	SPV.0060 SPECIAL 13. BEEBALM, CG, 3" PLUG	225.000 EACH	.		.	
1630	SPV.0060 SPECIAL 14. SWITCHGRASS, CG, 3" PLUG	1,350.000 EACH	.		.	
1640	SPV.0060 SPECIAL 15. OBEDIENT PLANT, CG, 3" PLUG	225.000 EACH	.		.	
1650	SPV.0060 SPECIAL 16. MINT, MOUNTAIN, CG, 3" PLUG	225.000 EACH	.		.	
1660	SPV.0060 SPECIAL 17. BLACK EYED SUSAN, CG, 3" PLUG	225.000 EACH	.		.	
1670	SPV.0060 SPECIAL 18. BLACK EYED SUSAN, SWEET, CG, 3" PLUG	225.000 EACH	.		.	
1680	SPV.0060 SPECIAL 19. GOLDENROD, STIFF, CG, 3" PLUG	225.000 EACH	.		.	
1690	SPV.0060 SPECIAL 20. CORDGRASS, PRAIRIE, CG, 3" PLUG	750.000 EACH	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
1700	SPV.0060 SPECIAL 21. SPIDERWORT, OHIO, CG, 3" PLUG	225.000 EACH	.		.	
1710	SPV.0060 SPECIAL 22. IRONWEED, CG, 3" PLUG	225.000 EACH	.		.	
1720	SPV.0060 SPECIAL 23. RELOCATE KIWANIS TRAIL MARKER POST	1.000 EACH	.		.	
1730	SPV.0060 SPECIAL 24. ADJUSTING MANHOLE COVERS SPECIAL	17.000 EACH	.		.	
1740	SPV.0060 SPECIAL 25. MANHOLE COVER TYPE SPECIAL LOGO	16.000 EACH	.		.	
1750	SPV.0060 SPECIAL 26. INLET COVER TYPE H SPECIAL LOGO	35.000 EACH	.		.	
1760	SPV.0060 SPECIAL 27. STORM SEWER PLUG	1.000 EACH	.		.	
1770	SPV.0060 SPECIAL 28. 4' X 8' STORM SEWER STRUCTURE	2.000 EACH	.		.	
1780	SPV.0060 SPECIAL 29. ROOF DRAIN CONNECTION	1.000 EACH	.		.	
1790	SPV.0060 SPECIAL 30. LOCATE AND REFERENCE PROPERTY CORNER	11.000 EACH	.		.	
1800	SPV.0060 SPECIAL 31. RESET PROPERTY CORNERS	11.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1810	SPV.0060 SPECIAL 32. BENCH	3.000 EACH	.		.	
1820	SPV.0060 SPECIAL 33. IN-GROUND PICNIC TABLE	2.000 EACH	.		.	
1830	SPV.0060 SPECIAL 34. UTILITY LINE OPENING (ULO)	10.000 EACH	.		.	
1840	SPV.0060 SPECIAL 35. CONCRETE BASE TYPE 3 SPECIAL	8.000 EACH	.		.	
1850	SPV.0060 SPECIAL 36. ROADWAY LIGHT POLE	8.000 EACH	.		.	
1860	SPV.0060 SPECIAL 37. DECORATIVE LUMINAIRE	8.000 EACH	.		.	
1870	SPV.0060 SPECIAL 38. DECORATIVE MAST ARM	8.000 EACH	.		.	
1880	SPV.0060 SPECIAL 39. PEDESTRIAN LIGHT	1.000 EACH	.		.	
1890	SPV.0060 SPECIAL 40. REMOVE AND REPLACE PEDESTRIAN LUMINAIRE	5.000 EACH	.		.	
1900	SPV.0060 SPECIAL 41. REMOVE ROADWAY LIGHT POLE	3.000 EACH	.		.	
1910	SPV.0060 SPECIAL 42. RELOCATE PEDESTRIAN LIGHT	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1920	SPV.0060 SPECIAL 43. ELECTRICAL PULL BOX TYPE SPECIAL	2.000 EACH	.		.	
1930	SPV.0060 SPECIAL 44. RELOCATE PULL BOX	1.000 EACH	.		.	
1940	SPV.0060 SPECIAL 45. REMOVE AND REINSTALL TRAFFIC SIGNAL	2.000 EACH	.		.	
1950	SPV.0060 SPECIAL 46. LOW PERMEABLE PLUG	7.000 EACH	.		.	
1960	SPV.0060 SPECIAL 47. RECONSTRUCTING MANHOLES SPECIAL	3.000 EACH	.		.	
1970	SPV.0085 SPECIAL 01. SEEDING, SEED MIX 70	4.000 LB	.		.	
1980	SPV.0085 SPECIAL 02. SEEDING, NURSE CROP	5.000 LB	.		.	
1990	SPV.0090 SPECIAL 01. RESET BLOCK RETAINING WALL	52.000 LF	.		.	
2000	SPV.0090 SPECIAL 02. SHOVEL CUT BED EDGE	700.000 LF	.		.	
2010	SPV.0090 SPECIAL 03. RAIN GARDEN UNDER DRAIN	385.000 LF	.		.	
2020	SPV.0090 SPECIAL 04. CONSTRUCTION STAKING MULTI-USE PATH	556.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2030	SPV.0105 SPECIAL 01. REMOVE WIRE AND CABLE FROM EXISTING CONDUIT	LUMP	LUMP		.	
2040	SPV.0105 SPECIAL 02. CONCRETE PAVEMENT JOINT LAYOUT	LUMP	LUMP		.	
2050	SPV.0105 SPECIAL 03. CONSTRUCTION STAKING RAIN GARDEN	LUMP	LUMP		.	
2060	SPV.0180 SPECIAL 01. SHREDDED HARDWOOD BARK MULCH	988.000 SY	.		.	
2070	SPV.0180 SPECIAL 02. GRAVEL MULCH	22.000 SY	.		.	
2080	SPV.0195 SPECIAL 01. EXCAVATION, HAULING, AND DISPOSAL OF CONTAMINATED SOIL	1,471.000 TON	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**