## HIGHWAY WORK PROPOSAL

Proposal Number:

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

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	<u>HIGHWAY</u>
Sauk	6145-00-73	WISC 2013 305	Lake Delton - IH 90 Whitlock Street - Adams Street	USH 12
Sauk	6145-00-74	WISC 2013 306	Lake Delton - IH 90 Whitlock Street - Adams Street	USH 12

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	Attach Proposal Guaranty on back of this PAGE.
Payable to: Wisconsin Department of Transportation	
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: June 11, 2013 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
June 13, 2014	NOT FOR BIBBING FOR COLO
Assigned Disadvantaged Business Enterprise Goal  DISC %	This contract is exempt from federal oversight.
DISC %	

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.

Oo not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.			
Subscribed and sworn to before me this date			
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)		
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)		
(Date Commission Expires)  Notary Seal	(Bidder Title)		

# For Department Use Only

Type of Work

Concrete pavement removal, grading, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, storm sewer, retaining walls, permanent signing, pavement marking, traffic signals, traffic control.

Notice of Award Dated Date Guaranty Returned

# PLEASE ATTACH PROPOSAL GUARANTY HERE

## **Effective with November 2007 Letting**

# PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Effective with August 2007 Letting**

#### **BID PREPARATION**

# Preparing the Proposal Schedule of Items

#### A General

- 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 <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a>. 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 <a href="http://www.bidx.com/">http://www.bidx.com/</a> 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 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 <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a> 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<sup>™</sup> software and the Bid Express<sup>™</sup> web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
- 4. Submit the bid before the hour and date the Notice to Contractors designates.
- 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- Ownload 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 <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a>. 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:
  - The check code printed on the bottom of the printout of the Expedite<sup>™</sup> 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

- 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 Corpora	te Seal)			
(Signature and Title)				
(Company Name)	_			
(Signature and Title)				
(Company Name)				
(Signature and Title)		(Name of Surety) (Affix Seal)		
(Company Name)		(Signature of Attorney-in-Fact)		
(Signature and Title)				
NOTARY FOR PRINCIPAL		NOTARY FOR SURETY		
(Da	ate)	(Dat	e)	
State of Wisconsin	)	State of Wisconsin	)	
	) ss. _ County )		) ss. County )	
On the above date, this instrument was acknowledged before me by the named person(s).		On the above date, this instrument w named person(s).	as acknowledged before me by the	
(Signature, Notary Pub	lic, State of Wisconsin)	(Signature, Notary Publi	c, State of Wisconsin)	
(Print or Type Name, Notary	Public, State of Wisconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)	
(Date Commi	ssion Expires)	(Date Commiss	sion Expires)	

Notary Seal Notary Seal

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

# **CERTIFICATE OF ANNUAL BID BOND**

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

Time Period Valid (	From/To)
Name of Surety	
Name of Contracto	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

#### **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.

Name of Subcontractor	Class of Work	<b>Estimated Value</b>
- <u></u> -		
	·	

#### **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 6145-00-73, Lake Delton – IH 90, Whitlock Street to Adams Street, Sauk County and 6145-00-74, Lake Delton – IH 90, Whitlock Street to Adams Street, Sauk 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)

Perform the sanitary sewer and water main work under this contract in accordance to the requirements of the "Village of Lake Delton Standard Sewer and Water Specifications for WisDOT Let Projects, January 2013". If there is a discrepancy or conflict between the referenced specifications and the standard specifications regarding contract administration, part 1 of the standard specification governs.

A copy of these specifications is available for viewing during normal working hours at the Village of Lake Delton, Kay C. Mackesey Administration Building, 50 Wisconsin Dells Parkway South, P.O. Box 87, Lake Delton, Wisconsin, (608) 254-2558. A copy of the specifications may be obtained at the office of MSA Professional Services, Inc. (MSA), 1230 South Boulevard, Baraboo, Wisconsin 53913, (608) 356-2771.

# 2. Scope of Work.

The work under this contract shall consist of grading, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, storm sewer, retaining walls, pavement marking, signing, lighting items, traffic signal items, traffic control items 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.

Stage 1A work shall not begin before September 3, 2013, except for installation of temporary traffic signals, which shall not begin before August 19, 2013. Lane closures

will not be allowed prior to September 3, 2013. Stage 3 work shall not begin before March 1, 2014 without written consent from the Engineer.

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.

The completion of Stage 1A, 1B, 2A and 2B work prior to suspension of operations in the fall of 2013 is based on an expedited work schedule and may require extraordinary forces and equipment.

The completion of Stage 3, 4A and 4B work prior to the final completion date in the spring of 2014 is based on an expedited work schedule and may require extraordinary forces and equipment.

#### **A Definitions**

The following definitions shall apply to this contract:

#### **Peak Travel Periods:**

6:00 AM to 9:00 AM Monday, Tuesday, Wednesday, Thursday, Friday 3:00 PM to 7:00 PM Monday, Tuesday, Wednesday, Thursday 9:00 AM Friday to 9:00 PM Sunday

#### **Off-Peak Hours:**

9:00 AM to 3:00 PM Monday, Tuesday, Wednesday, Thursday 7:00 PM to 9:00 PM Monday, Tuesday, Wednesday, Thursday

# **Night-time Work Hours:**

9:00 PM to 6:00 AM Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM.

# **B Roadway Work Restrictions**

All lanes of USH 12 and all side roads including turn lanes shall be entirely clear and open to traffic as shown in the traffic control plans during Peak Travel Periods. Lane closures and flagging operations will be allowed during Off-Peak and Night-time Work Hours only. Lane closures shall be in accordance to the standard detail drawing (SDD) and have the approval of the engineer.

Roadways noted as closed to through traffic must remain open at all times for traffic that must use those roadways to access businesses and residences. The contractor may restrict turning radii and lane widths on roadways closed to through traffic as long as access is maintained to businesses and residences. Use Concrete Pavement Fast Track as shown on the plans to complete concrete paving work on USH 12 at side roads. The contractor may elect to construct temporary roadways at these intersections in order to maintain traffic during paving operations. Construction of temporary roadways is incidental to other items of work.

A gravel surface may be used to maintain access across the work zone for roadways noted as closed to through traffic. All other roadways must maintain a paved surface at all times.

Do not begin or continue any work that closes traffic lanes on USH 12 outside of the time periods specified in this contract.

Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the department of any of its rights under the contract.

## **C** Work Restrictions

The contractor shall comply with all local ordinances which apply to work operations, including those pertaining to working during nighttime work hours. Any ordinance variance issued by the municipality or required permits shall be furnished to the engineer, by the contractor, in writing 3 working days before performing such work.

During Stage 1B and Stage 3, only one of these side roads may be closed at a time during the construction of the north or south legs of Delavan Street and Judson Street and East Adams Street. All other side roads must remain open to traffic.

During Stage 1A, 2A, 2B, 4A and 4B all side roads must remain open to traffic.

Access to all commercial and private properties shall be maintained at all times during the duration of this contract unless otherwise noted in the plan.

Any traffic control change requests shall be submitted to the engineer at least 48 hours prior to an actual control change. A request does not constitute approval.

## **D** Interim Liquidated Damages

Complete all Stage 1A, 1B, 2A and 2B construction operations prior to 12:01 AM November 22, 2013.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete all Stage 1A, 1B, 2A and 2B construction operations prior to 12:01 AM November 22, 2013, the department will assess the contractor \$1,155 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, November 22, 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.

The department will not grant time extensions to the interim completion dates specified above for the following:

- 1. Severe weather as specified in standard spec 108.10.2.2.
- 2. Labor disputes that are not industry wide.
- 3. Delays in material deliveries.

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

# **E** Traffic Control Deficiency Response Time Penalty

Supplement standard spec 643.3.2(8) with the following:

Upon receiving written notification from the engineer, clean, repair or replace traffic control devices not performing as intended to the satisfaction of the engineer within 12 hours. Failure to clean, repair or replace required traffic control within the time limits specified above will result in daily monetary deductions of \$500 for each 24-hour period (or portion thereof starting 12 hours after time of notification) in which the traffic control deficiency exists.

#### F Winter Maintenance

Sauk County and the Village of Lake Delton will perform snow removal operations for USH 12 and all side roads within the project limits. The contractor is required to maintain pavement markings during winter. Provide Sauk County Highway Maintenance and Sauk County Sheriff's Department with a 24-hour emergency contact number for when maintenance is required.

#### **G** Schedule of Operations

The department anticipates that the schedule for each stage is as follows:

## Stage 1A:

- Construct temporary widening.
- Install temporary traffic signals.

## Stage 1B:

- Construct westbound lanes of USH 12, northbound lanes of USH 12/STH 23 and westbound lanes of STH 23.
- Construct north leg of Delavan Street and Judson Street and E. Adams Street. Only one of these side roads may be closed at a time.
- All other side roads open to traffic.
- Construct Birney Street Alley extension

## Stage 2A:

- Construct fast track pavement in USH 12/ STH 23 intersection using flagging operations at night.
- Construct temporary pavement to connect newly constructed lanes and existing roadway for use by traffic in Stage 2B.
- All side roads open to traffic.

## Stage 2B:

• Winter Shutdown. No construction activities.

## Stage 3:

- Construct eastbound lanes of USH 12, southbound lanes of USH 12/STH 23 and eastbound lanes of STH 23.
- Construct south leg of Delavan Street and Judson Street and Whitlock Street. Only one of these side roads may be closed a one time.
- All other side roads open to traffic.

#### Stage 4A:

- All side roads open to traffic.
- Construct remaining medians and inside lanes.

# Stage 4B:

- All side roads open to traffic.
- Construct remainder of right turn island in northeast quadrant of the USH 12/STH 23 intersection.
- Complete traffic signals and lighting.

#### **H** Traffic Signals

Early coordination with the local power company may be required to ensure timely activation of the traffic signals. Be aware that recent history indicates that the utility company needs a minimum of 30 working days to get power to the new meter pedestal. This lead time needs to be considered when establishing the project's construction schedule

## 4. Traffic.

Substantially accomplish the construction sequence, including the associated traffic control, as detailed in the traffic control plans, and as hereinafter described.

Submit to the engineer for approval a detailed traffic control plan if different than the traffic control plan provided in the plan set. Submit the plan ten days prior to the preconstruction conference.

Maintain emergency and local vehicular access at all times to all driveways within the project limits unless otherwise noted in the plans. Notify the property occupants five days in advance of the driveway reconstruction to verify closure or staged driveway construction methods. Construct driveway approaches to commercial businesses in stages or provide temporary access such that access to commercial property is provided at all times during the life of the project. Temporary access may be constructed with base course at the contract unit price for Base Aggregate Dense 1½-inch. Maintain at least one access to businesses at all times.

Notify the Village of Lake Delton police and fire departments, the Sauk County Sheriff, and the State Patrol 48 hours in advance of any traffic switches or road closures.

Village of Lake Delton Fire Department Chief Darren Jorgenson	(608) 254-8404
Village of Lake Delton Police Department Chief Tom Dorner	(608) 254-7571
Sauk County Police Department Sheriff Randy Stammen	(608) 356-4895
Sauk County Highway Department Commissioner Steve Muchow	(608) 356-4380
Wisconsin State Patrol Captain Varla Bishop	(262) 785-4700

Traffic control stage changes will only be allowed during off peak hours.

Employ flaggers, signs, barricades, and drums as may be necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

Use drums and barricades to direct vehicular and pedestrian traffic in the work zone and to protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, and hydrants.

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

Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the engineer.

#### **A Lane Closures**

Post lane closures on USH 12 ten business days in advance of Stage 1 and Stage 3 using Traffic Control Signs PCMS on USH 12 and STH 23.

# **B** Traffic Control Description

# Stage 1A:

- USH 12 2 lanes westbound, 1 lane eastbound.
- USH 12 / STH 23 2 lanes southbound, 1 lane northbound.
- STH 23 2 lanes in each direction.
- All side roads open to traffic.
- Construct temporary widenings to be used by traffic in stage 1B.

#### Stage 1B:

- USH 12 1 lane in each direction in eastbound lanes.
- USH 12 / STH 23 1 lane in each direction in southbound lanes.
- STH 23 1 lane in each direction in eastbound lanes.
- North Leg of Delavan Street, North Leg of Judson Street, and E. Adams Street Only one of these side roads to be closed at a time.
- All other side roads open to traffic.
- Construct new USH 12 westbound lanes, USH 12 / STH 23 northbound lanes, and STH 23 westbound lanes.
- Construct Birney Street Alley extension.

#### Stage 2A:

- USH 12 1 lane in each direction in outside lanes.
- USH 12 STH 23 2 lanes in each direction.
- STH 23 2 lanes eastbound, 1 lane westbound.
- All side roads open to traffic.
- Construct fast track pavement in USH 12 / STH 23 intersection using flagging operations at night.
- Construct temporary pavement to connect newly constructed lanes and existing roadway for use by traffic in Stage 2B.

## Stage 2B:

• Winter shutdown. No lane restrictions on USH 12, STH 23, or side roads.

## Stage 3:

- USH 12 1 lane in each direction in westbound lanes.
- USH 12 / STH 23 1 lane in each direction in northbound lanes.
- STH 23 1 lane in each direction in westbound lanes.
- South Leg of Delavan Street, South Leg of N Judson Street, and Whitlock Street
   Only one of these side roads to be closed at a time.
- All other side roads open to traffic.
- Construct new USH 12 eastbound lanes, USH 12 / STH 23 southbound lanes, and STH 23 eastbound lanes.

## Stage 4A:

- USH 12 1 lane in each direction in outside lanes.
- USH 12 / STH 23 1 lane in each direction in outside lanes.
- STH 23 1 lane in each direction in outside lanes.
- All side roads open to traffic.
- Construct remaining medians and inside lanes.

## **Stage 4B:**

- USH 12 1 lane in each direction in outside lanes.
- USH 12 / STH 23 1 lane in each direction in outside lanes.
- STH 23 1 lane in each direction in outside lanes.
- All side roads open to traffic.
- Construct remainder of right turn island in northeast quadrant of the USH 12 / STH 23 intersection.

# 5. Holiday Work Restrictions.

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

- From noon Friday, November 22, 2013 to 6:00 AM Monday, November 25, 2013;
- From noon Wednesday, November 27, 2013 to 6:00 AM Monday, December 2, 2013 for Thanksgiving;
- From noon Friday, May 23, 2014 to 6:00 AM Tuesday, May 27, 2014 for Memorial Day.

107-005 (20050502)

#### 6. Utilities.

This project does come under the provisions of Administrative Rule TRANS 220.

Additional detailed information regarding the location of relocated utility facilities is available on the permits issued to the utility companies. These permits can be viewed at the Region Office during normal working hours. Contact the SW Region Utility Coordinator, Gary Plummer at (608) 246-5402.

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments required for this construction project. The contractor shall coordinate his construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required per statutes. The contractor shall use caution to ensure the integrity of underground and overhead facilities.

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 within the project work limits.

Known utilities on the project are as follows:

Alliant Energy (Electric) has aerial electric cables, power poles and pedestals throughout the project. The existing facilities are as follows:

- Aerial line along the right (north) side of USH 12 from Station 212+50 to 216+10, crosses USH 12 to Station 216+75 LT and continues along the left (west) side of Delavan Street.
- Aerial line along the left (west) side of Judson Street and crosses USH 12 at
- Aerial line along the left side of USH 12 from Station 226+50 to Station 235+20.

## Location and Conflict

- 1. USH 12 Grading Conflicts w/ Aerial
  - Station 214+12, 43' LT;
  - Station 214+18, 25' RT;
  - Station 216+10, 25' RT;
  - Station 219+35, 25' LT;
  - Station 223+54, 25' LT;
  - Station 225+53, 44' LT;
  - Station 225+53, 33' RT;
  - Station 227+43, 38' LT;

  - Station 228+57, 32' LT;
  - Station 230+00, 45' RT; Station 230+06, 30' LT;

  - Station 230+85, 26' LT;
  - Station 318+22, 40' RT

# Resolution

- 1. Grading Conflicts
  - Alliant Energy to remove existing poles prior to construction.

Street lighting will be removed in coordination with the awarded highway contractor and Village, prior to or during road construction. Contractor is to work around new and existing power poles.

Alliant Energy requires a 10 foot minimum vertical clearance from overhead power lines.

Alliant Energy Contact: Mr. Jason Hogan, (608) 458-4871 and Dave McCoy, (608) 356-0609 (field contact).

**Alliant Energy (Gas)** has existing mains throughout the project. The facilities in conflict will be relocated by the utility prior to construction unless noted. Some coordination during construction may be needed to relocate gas services conflicting with storm sewer construction. The existing facilities are located at the follow locations:

- Steel gas main along the left side of USH 12 from Station 212+50 to the USH 12/STH 23 intersection. The gas main continues along the left side of USH12/STH23 to the north project limits. 2" steel gas main crossing at Station 214+35
- Steel gas main along left side of Delavan Street crosses USH 12 at Station 216+75.
- Steel gas main along left side of Judson Street crosses USH 12 at Station 221+55.
- Steel gas main along the left side of STH 23 from the west project limits to Station 318+15 23', where it meets into the gas main traveling along the left side of USH 12.
- Steel gas main along north side of Adams Street crossing USH 12 at Station 230+10.
- Steel gas main along the right side of Whitlock Street

# Location and Conflict

- 1. USH 12 -Conflicts W/ Storm
- Station 214+36, 22' RT; Station 220+92, 41' LT; Station 221+55, 32' RT; Station 223+62, 32' RT; Station 229+16, 34' LT; Station 230+10, 21' RT; Station 232+28, 24' RT; and Station 318+17, LT conflict with storm sewer.

# Resolution

- 1. USH 12
- Existing facilities to be abandoned.

Give Alliant Energy 72 hour notice for gas main and lateral adjustments.

Adjustments for storm sewer conflicts will be completed within the 72 hours from the time of the notice.

Alliant Energy Contact: Mr. Jason Hogan, (608) 458-4871 and Chris Wilhelm, (608) 356-0608 (field contact).

**Frontier** (**formerly Verizon**) has facilities located on Alliant Energy poles that conflict with the construction project. The existing facilities are located at the following locations.

- Aerial line on Alliant Energy poles along the right side of USH 12 from the east project limits to Station 216+10.
- Aerial line along the right side of USH 12 from Station 227+90 to Station 235+20.
- Aerial line on Alliant Energy poles along the left of USH 12 from Station 230+10 to the north project limits.
- No underground facilities are located within the project limits.

Location and Conflict	Resolution
1. USH 12 - Grading Conflicts W/	1. Grading Conflicts – Aerial – Prior to
Aerial	construction
<ul> <li>Station 214+21 RT and LT</li> </ul>	• Eliminate aerial cable off of Alliant pole
• Station 216+25 RT	• Eliminate aerial cable off of Alliant pole
• Station 227+80 RT	• Eliminate aerial cable and Frontier pole
• Station 229+10 RT	• Eliminate aerial cable and Frontier pole
• Station 230+05 LT	<ul> <li>Relocate aerial cable to new Alliant pole</li> </ul>
• Station 230+05 RT	<ul> <li>Relocate aerial cable and remove Frontier</li> </ul>
	pole
• Station 230+18 LT	<ul> <li>Relocate aerial cable to new Alliant pole</li> </ul>
• Station 231+31 RT	<ul> <li>Eliminate aerial cable and Frontier pole</li> </ul>
• Station 233+80 RT	<ul> <li>Eliminate aerial cable and Frontier pole</li> </ul>
• Station 234+80 RT	<ul> <li>Eliminate aerial cable and Frontier pole</li> </ul>
• Station 13+92 RT	<ul> <li>Relocate aerial cable to new Alliant pole</li> </ul>

Frontier Contact: Mr. Jerry Moore, (608) 742-9507 (design) and Brian Van Ooyen, (608) 837-1151 (field).

**Charter** communications has aerial cable television facilities located on Alliant Energy poles throughout the project. The existing facilities are located as follows:

- Aerial line along the left side of USH 12 from the east project limits to Station 216+75, LT.
- Aerial line along the left side of USH 12 from Station 216+75 to Station 219+30, and Station 223+55 to Station 225+55. Station 216+75 to Station 225+55.
- Aerial line along the right side of USH 12 from Station 227+90 226+25 to the north project limits.
- Aerial lines along the right side of Whitlock Street from the south project limits to Station 9+60 'WS'.
- Aerial lines along the left side of STH 23 from the west project limits to Station 318+20 23' LT.

- Underground facilities along USH 12 from Station 214+05 to Station 216+75, LT.
- Pedestal located at Station 214+09, 41' LT.

#### Location and Conflict

# 1. USH 12 - Grading Conflicts W/ Aerial

# See Alliant Energy for poles that • The aerial facilities in conflict will be conflict with grading.

#### Resolution

- 1. Grading Conflicts Aerial
  - relocated in conjunction with the moving of the Alliant Energy poles prior to construction. This includes rebuilding and/or transferring aerial crossings near the Birney Street alley and Adams Street.
- 2. USH 12 Grading Conflicts W/ Underground.
  - Station 214+05 to Station 216+75, LT Charter to relocate facilities to conflict with grading.
  - Station 214+09, 41' and 43' LT. conflict Pedestals with proposed sidewalk.
- 2. Grading Conflicts Underground
  - underground trench in conjunction with Alliant Energy.
  - Charter to relocate facilities.

Give Charter 72 hour notice for adjustments. Adjustments will be completed within 72 hours from the time of the notice.

Charter Contact: Mr. Harlow Jarvis, (608) 274-3822.

Village of Lake Delton (lighting) exists on Alliant Energy wood poles along USH 12 and Whitlock Street throughout the project. The Village of Lake Delton owns the existing lighting and Alliant Energy maintains this existing system. This lighting will be replaced during construction by the highway contractor.

The Alliant Energy contact is David McCoy, (608) 356-0609.

Village of Lake Delton (sanitary sewer) has sanitary sewer that conflict with the construction project. The existing facilities are as follows:

- Sanitary sewer crossing USH 12 at Station 227+70.
- Sanitary sewer along the right side of USH 12 from Station 230+82 to the north project limits.
- Sanitary sewer manholes located at Station 231+88, 16' RT, Station 230+82, 15' RT; and Station 227+68, 72' RT.

#### Location and Conflict

- 1. USH 12 Grading Conflicts:
  - Station 227+68, 77' RT; Station 230+82, 15' RT; Station 231+88, 16' RT; Station 234+06, 16' RT; Station 15+02, 10' LT; and Station 15+32, 10' LT. Manholes at these locations conflict with grading.

#### Resolution

- 1. Grading Conflicts Underground
  - Adjust sanitary sewer manhole covers during construction.
     Adjustments to the existing sanitary sewer manholes at these locations will be paid for as Adjust Existing Sanitary Sewer Manhole.

Village of Lake Delton Sanitary Contact: Mr. Gary Hansen, (608) 254-6704.

**Village of Lake Delton (water main)** has water main that conflicts with the construction project. The existing facilities are as follows:

- Water main located along the right side of USH 12 from the east project limits to Station 221+07.
- Water main located along the right (east) side of Delavan Street crossing USH 12 at Station 216+21.
- Water main located along the right (east) side of Judson Street crossing USH 12 at Station 221+07.
- Water main located along the left (south) side of USH 12 from Station 221+10 to Station 225+90.
- Water main located along the right (south) side of STH 23 from Station 225+90 to the west project limits.
- Water main located along the left (west) side of USH 12/STH 23 from Station 225+90 to the north project limits.
- Water main located along the right (east) side of Whitlock Street from Station 225+90 to the south project limits.
- Lateral water main crossings at Station 217+89, Station 219+26, Station 221+08, Station 222+57, Station 224+61, Station 226+98, Station 228+14, Station 229+68, Station 230+47, Station 233+06, Station 233+84, Station 317+40, Station 316+65, and Station 317+22.

#### Location and Conflict

- 1. USH 12 Grading Conflicts
  - Watervalves throughout the project could conflict with grading.
     The highway contractor shall adjust the water valves. Adjustments to the
- Station 212+84, 34' RT; Station 216+12, 47' RT; Station 220+89, 46' RT; Station 225+52, 44' LT; Station 229+55, 39' RT; Station 233+77, 41' RT. Hydrants conflicts with grading.

#### Resolution

- 1. Grading Conflicts Underground
  - The highway contractor shall adjust the water valves. Adjustments to the existing water valves will be paid for as Adjust Existing Water Valve.
  - The highway contractor shall adjust hydrants. Adjustments to the existing hydrants will be paid for as Adjust Existing Hydrant. Station 229+55 39' RT shall be relocated and paid for as Remove, Salvage, and Relocate Existing Hydrant.

- 2. USH 12 Storm Sewer Conflicts w/ water main
  - Station 229+68, 21' RT

- 2. Grading Conflicts Underground
- Village of Lake Delton to lower water main at Station 229+68, 21' RT prior to installation of storm sewer. Any location where rigid insulation is required over or near the water main is subject to the installation of the storm sewer.
- Water services at Station 217+87 LT, Station 219+25 RT/LT, Station 224+61 RT, Station 230+47 LT, Station 231+51 LT, and Station 317+22 LT are being abandoned as part of this project. If the contractor would like to remove the old service(s), they shall contact the Village prior to doing so.

Village of Lake Delton Water Contact: Mr. David Sterr, (608) 253-9268.

**The Wisconsin DOT** maintains the existing traffic signals at the intersection of USH 12 with STH 23. The existing traffic signal equipment shall be removed and replaced by the highway contractor. The highway contractor shall complete this work as participating items.

Temporary traffic signals will be installed at the USH 12 and STH 23 intersection. The highway contractor shall complete this work as participating items.

WisDOT Traffic Signals Contact: Mr. Andrew Winga, (608) 785-9061.

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

Both the department and Village of Lake Delton personnel will inspect construction of sanitary sewer and water main under this contract. However, construction staking, testing, and final acceptance of the sanitary sewer and water main construction will be by the Village of Lake Delton. Village contact information can be found in the "Village of Lake Delton Standard Sewer and Water Specifications for WisDOT Let Project, January 2013."

# 8. Erosion Control.

Supplement standard spec 107.20 with the following:

Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and re-topsoiling to minimize the period of exposure to possible erosion.

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. All topsoiled areas shall be sodded and fertilized within three working days after placement of topsoil or as directed by the engineer.

# 9. Historic Property.

Do not disturb the setting other than what is noted on the plans in the Brat House Grill (49 Wisconsin Dells Parkway, Station 222+00 RT) and the Marshall Memorial Hall (30 Wisconsin Dells Parkway, Station 223+50 LT), which are listed on the National Register of Historic Places. See the project overview for locations. Notify the State Historical Preservation Office at least two weeks prior to the start of construction.

This sensitive area is to be protected at all times during construction and cannot be used for borrow or waste disposal, or for the staging of personnel, equipment, and/or supplies.

# **10.** Notice to Contractor – Contamination Beyond Construction Limits.

The department and others completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following site(s):

- 1. Garrow Oil Citgo (110 Wisconsin Dells Parkway), Station 230+00 to 232+00 from 30 feet RT of reference line to construction limits RT.
- 2. Village of Lake Delton Site No. 2 (12 West Munroe Street), Station 316+50 to 318+50 from 30 feet RT of reference line to construction limits RT.

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Jennifer Fredrickson, WisDOT SW Region, 3550 Mormon Coulee Road, La Crosse, WI, (608) 785-9945. 107-100 (20050901)

# 11. Hauling Restrictions.

At all times, conduct operations in a manner that cause a minimum of inconvenience to free flow of vehicles on roadways USH 12, USH 23 and side road traffic. No hauling on side roads without approval from the engineer.

# 12. Public Convenience and Safety.

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

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.

#### 13. 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)

# 14. Information to Bidders, Potential Waste Site.

The contact below may have a potential waste site location the contractor may use during construction:

Eric Sorge Mt. Olympus Construction Manager Cell: (608) 963-7095 1881 Wisconsin Dells Pkwy, PO Box 5 Wisconsin Dells, WI 53965

# 15. Abandoning Sewer, Item 204.0291.S.

# **A Description**

This special provision describes abandoning existing sewer by filling it with cellular concrete according to the pertinent requirements of standard spec 204 and standard spec 501, as shown in the plans, and as hereinafter provided.

#### **B** Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.5.3 Provide water meeting the requirements of standard spec 501.2.4.

#### **C** Construction

Fill the abandoned sewer pipe with cellular concrete as directed by the engineer. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

#### **D** Measurement

The department will measure Abandoning Sewer in volume by the cubic yard according to standard spec 109.1.3.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT204.0291.SAbandoning SewerCY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.

204-050 (20080902)

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

# **A Description**

#### A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility. The closest DNR approved bioremediation facilities are Veolia ES Cranberry Creek Landfill, 2510 Engel Road, Wisconsin Rapids, WI, (715) 421-3966 and Waste Management Madison Prairie Landfill, 6002 Nelson Road, Sun Prairie, WI, (608) 837-9031.

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

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

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

1. Tourist Information (11 Wisconsin Dells Parkway South), Station 226+50 to 227+25 from reference line to construction limits RT.

If contaminated soils and/or groundwater and/or underground storage tanks are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

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

Name: Jennifer Fredrickson Address: WisDOT SW Region

3550 Mormon Coulee Road

La Crosse, WI 54601

Phone: (608) 785-9945 Fax: (608) 789-6306

E-mail: jennifer.fredrickson@dot.wi.gov

## A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation Address: 708 Heartland Trail, Suite 3000

Madison, WI 53717

Contact: Daniel Haak Phone: (608) 826-3628 Fax: (608) 826-3941

E-mail: dhaak@trcsolutions.com

The role of the environmental consultant will be limited to:

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

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

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

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the

contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

## A.4 Protection of Groundwater Monitoring Wells

Groundwater monitoring wells may be present within the construction limits. Protect all groundwater monitoring wells to maintain their integrity. Adjust wells that do not conflict with utilities, structures, curb and gutter, etc. to be flush with the final grade. For wells that conflict with the previously mentioned items, notify the environmental consultant, and coordinate with the environmental consultant the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating the locations of all known monitoring wells, if requested by the contractor.

## A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the offsite disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Jennifer Fredrickson with the department at (608) 785-9945.

## A.6 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

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

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

Disposal of petroleum-contaminated soil at the bioremediation facility is subject to the facility's safety policies, which include as a minimum:

No smoking is allowed on-site.

Maximum speed limit of 15 mph on access roads and 5 mph while in active area.

All persons entering the active area must wear the following personal protective equipment: hard hats, high visibility clothing, steel toed work boots, safety glasses, and seat belts.

Minimum requirement for spacing is as follows:

- a. A minimum 15 foot Safety Zone is required between landfill equipment and all personnel at all times.
- b. Do not back up directly behind the compactor or dozer.
- c. Trucks must yield the right-of-way to landfill equipment.
- d. 15 feet required between trucks.

Only the driver can exit the truck and must stay within 4 feet of the truck. Use of Spotter is prohibited. Helper (if any), must remain in vehicle while unloading.

Tailgates of all vehicles may only be opened while in the active area and must be closed prior to exiting the active area.

Cleaning out vehicles must be done in designated area, not in the active area. Vehicles must be properly locked out / tagged out in accordance to OSHA during the clean out process.

No scavenging is allowed.

Horseplay is prohibited.

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

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

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

#### C Construction

Supplement standard spec 205.3 with the following:

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

Perform the backhoe pit investigation as soon as practical after structures, sidewalks, curb and gutter, and pavement are removed and prior to significant excavations (if any) beginning in those areas. The backhoe pit investigations shall include up to 3 test pits per location, to a maximum depth of 6 feet bgs. The test pit investigations shall be incidental to this pay item.

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

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

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- Low-level contaminated material for reuse as fill within the construction limits, or
- Contaminated soil for offsite treatment and disposal at the WDNR-licensed bioremediation facility, or
- Potentially contaminated 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 250 cubic yards of contaminated soil 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/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 disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

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

#### **D** Measurement

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

## E Payment

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

following bid item:

ITEM NUMBER DESCRIPTION UNIT 205.0501.S Excavation, Hauling, and Disposal of Petroleum Ton

Contaminated Soil

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; tipping fees including applicable taxes and surcharges; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; dewatering of soils prior to transport, if necessary; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

205-003 (20080902)

# 17. Base Aggregate Dense, 1 1/4-Inch.

Revise standard spec 305.2.2.1 as follows:

Use 1 ¼-Inch base aggregate that conforms to the following gradation requirements. Percentage by weight passing

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

Limited to a maximum of eight percent for base placed between old and new pavement.

# 18. Base Aggregate Dense, <sup>3</sup>/<sub>4</sub>-Inch.

This work shall be in accordance to the pertinent requirements of standard spec 305, except that the material used in all field entrances and private entrances and the top 2 inches of all unpaved portions of shoulders, as shown in the plan, shall consist of crushed stone.

<sup>&</sup>lt;sup>[3]</sup> 3 - 10 percent passing when base is  $\geq$  50% crushed gravel.

# 19. QMP Base Aggregate.

## **A Description**

#### A.1 General

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

http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm

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

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

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

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 $\le 6000$ 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>

- 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.
- [2] For 3-inch material, obtain samples at load-out.
- [3] 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 sublot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

#### **B** Materials

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

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

- 6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
- 7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

#### **B.2** Personnel

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

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

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.
- Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
  - 1. Contractor individual QC tests.
  - 2. Department QV tests.
  - 3. Department IA tests.
  - 4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

## **B.5** Contractor Testing

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

- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

#### **B.6 Test Methods**

#### **B.6.1** Gradation

(1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:

Gradation	AASHTO T 27
Material finer than the No. 200 sieve.	AASHTO T 11

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

## **B.6.2** Fracture

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

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

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

#### **B.7** Corrective Action

#### B.7.1 General

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

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

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

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

## **B.8 Department Testing**

#### **B.8.1** General

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

# **B.8.2** Verification Testing

## **B.8.2.1** General

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

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

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

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

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

## **B.9 Dispute Resolution**

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

#### C (Vacant)

#### D (Vacant)

#### E Payment

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

(2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2. 301-010 (20100709)

# 20. Concrete Pavement Fast Track, 9 1/2-Inch, Item 415.1150.S.01.

## **A Description**

This special provision describes construction of fast track concrete pavement in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

#### **B** Materials

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

Concrete mix design shall be the responsibility of the contractor. Delete standard spec 501.2.5.4.4 and standard spec 501.3.2.3. Chloride based accelerators shall be prohibited from use in fast track concrete pavement. Any chemical admixture(s) to be used, other than air-entraining agents or water reducers from the department's approved list, must be approved in advance by the engineer. The water-cement ratio of the concrete mixture shall not exceed 0.40.

#### **C** Construction

#### **C.1** Opening to Traffic

Delete standard spec 415.3.15 and replace with the following:

Fast track concrete pavement must attain a minimum compressive strength of 3500 psi before it can be opened to traffic. The compressive strength shall be measured by testing concrete cylinders cured in the field on top of the slab, under the curing blanket.

At least two cylinders shall be tested in determining the attained strength of fast track concrete pavement for the purpose of opening the pavement to traffic. The average of test results for the two cylinders shall be used to determine compliance, except that neither cylinder may be less than 10 percent below the required strength.

If opening is not controlled by cylinders, cores may be substituted.

#### **C.2** Test Equipment

In the field laboratory, provide a compressive test machine for use by department staff, and all equipment and materials necessary to perform compressive testing. The compressive test machine shall be an electrically powered unit with an minimum capacity of 200,000 lbs, and shall meet all requirements of ASTM C39. After the machine is set in place in the field laboratory on the project, provide calibration by a qualified vendor in accordance to all requirements of ASTM E4. This vendor shall provide the engineer with

a Certificate of Calibration. Recalibration shall be required under any of the conditions covered in section 5.1.1 of ASTM C39. The contractor will be allowed access to the field laboratory to use the machine for preliminary mix design testing for fast track concrete.

# **C.3** Concrete Mix Approval Procedure

The following activities shall be completed in advance of the paving date.

- 1. Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the anticipated necessary age-strength properties.
- 2. Submit an action plan to the engineer for the specified closure period, which shall include the amount of time to be allowed for concrete curing at the conclusion of paving. Also submit to the engineer, at the same time, a proposed mix design (including specific sources and/or trade names as applicable for all materials) for formal mix design acceptance testing using a full scale field trial batch.
- 3. Execution of the formal full-scale field trial batch for mix design acceptance shall not commence until the engineer has approved the action plan and all components of the proposed mix design.
- 4. Under supervision of the engineer, cast a test slab of the same thickness as the actual fast track concrete work required on the project. The test slab shall be cast under similar environmental conditions as the actual fast track concrete work required on the project, subject to the approval of the engineer. The test slab shall consist of at least one full batch from the plant that will provide concrete for the project. Department project staff shall cast test cylinders from this batch, and the cylinders shall be cured laying down on top of the test slab under the same type of insulated blanket that will be used for the project. Department staff shall test these cylinders in pairs as the end of the designated curing time approaches, to determine the curing time required to reach the required 3500 psi compressive strength. If the required strength is not reached within the curing time allowed in the action plan, the contractor shall modify the mix and repeat the mix acceptance test. Once a mix design is accepted, all components and proportions of the mix must remain the same for all fast track concrete work on the project, with the exception of minor adjustments of water and air-entraining agent as necessary, or the mix acceptance test must be repeated.

Trial slabs cast for preliminary or formal testing may be cast offsite, or incorporated in the work in place of standard concrete pavement, subject to approval of the engineer. Any test slabs so incorporated in the work must meet pertinent requirements for standard concrete pavement, and the contractor shall be paid the bid unit price for standard concrete pavement of the same nominal thickness. Any test slabs cast offsite shall become the property of the contractor.

## **C.4** Curing Blankets

As soon as possible after surface texturing and application of curing compound and without damage to the pavement surface, cover the concrete with impermeable insulating blankets with an R value of at least 0.09. The blankets shall remain in place until the concrete has reached 3500 psi compressive strength. The blankets may be temporarily turned back for the minimum time necessary to facilitate joint sawing.

#### **D** Measurement

The department will measure Concrete Pavement Fast Track (inch) by area in square yards, completed in accordance to the contract and accepted.

## **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
415.1150.S.01	Concrete Pavement Fast Track 9 1/2-Inch	SY

Payment is full compensation for furnishing and calibrating test equipment; developing mix designs; placing test slabs and furnishing test slab materials when placed offsite; furnishing, hauling, preparing, placing, curing, and protecting of all materials except pavement ties and dowel bars which are installed in the existing concrete pavement; sawing joints; preparing the foundation; and backfilling. 415-010 (20110615)

# 21. QMP Ride; Incentive IRI Ride, Item 440.4410.S.

#### **A Description**

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements, bridges, approaches, and railroad crossings. Roundabouts, and pavements within 150 feet of the points of curvature of roundabout intersections, are excluded from the testing requirements of this provision.
- (3) Pavements that are excluded from localized roughness according to C.5.2(1), bridges, and roundabout intersections are subject to engineer-directed straightedging according to the standard specifications. All other surfaces being tested under this provision are exempt from straightedging requirements.

#### B (Vacant)

#### **C** Construction

#### **C.1 Quality Control Plan**

(1) Submit a written quality control plan to the engineer at or before the pre-construction conference. 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 all quality control personnel.
- 2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
- 3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process.
- 4. The evaluation process that will be used to make improvements to the construction operations if poor ride quality is found during the process control testing.
- 5. The methods that will be used to ensure a smooth pavement transition when matching into existing surfaces such as bridges, bridge approaches, or railroad crossings.
- 6. The segment locations of each profile run used for acceptance testing.
- 7. The approximate timing of acceptance testing in relation to the paving operations.

#### C.2 Personnel

(1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and document the results using the methods taught in the HTCP profiling course.

## **C.3** Equipment

- (1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site:
  - http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm
- (2) Unless the engineer and contractor mutually agree otherwise, arrange to have a calibrated profiler available when paving the final riding surface. Calibrate the profiler according to the manufacturer's recommendations. Provide the engineer with a copy of the most recent calibration results, signed by the certified profiler operator.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer prior to performing the calibration verification. If the engineer requests, arrange to have the engineer observe the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.

## C.4 Testing

## **C.4.1 Run and Reduction Parameters**

(1) Enter the equipment-specific department-approved filter settings and parameters listed on the department's ride web site.

## **C.4.2** Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the sublot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
  - 1. Standard segments are 500 feet long.
  - 2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.
- (5) The department will categorize each standard or partial segment as follows:

	Segments with a Posted Speed Limit of 55 MPH or Greater	
Category	Description	
HMA I	Asphalt pavement with multiple opportunities to achieve a smooth ride.	
	The following operations performed under this contract are considered as	
	opportunities: a layer of HMA, a leveling or wedging layer of HMA, and	
	diamond grinding or milling of the underlying pavement surface.	
HMA II	Asphalt pavement with a single opportunity to achieve a smooth ride.	
HMA III	Asphalt pavement segments containing any portion of a bridge, bridge	
	approach, railroad crossing, or intersection. An intersection is defined as	
	the area within the points of curvature of the intersection radii.	
PCC II	Concrete pavement including all gaps.	
PCC III	Concrete pavement segments containing any portion of a bridge, bridge	
	approach, railroad crossing, or intersection. An intersection is defined as	
	the area within the points of curvature of the intersection radii.	

Segment	Segments with Any Portion Having a Posted Speed Limit Less Than 55 MPH	
Category	Description	
HMA IV	Asphalt pavement including intersections, bridges, approaches, and railroad crossings.	
PCC IV	Concrete pavement including gaps, intersections, bridges, approaches, and railroad crossings.	

## **C.4.3 Verification Testing**

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A certified HTCP profiler technician will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.
- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

## **C.4.4 Documenting Profile Runs**

(1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. Within 5 business days after completing a final acceptance profile run, submit a copy of the ProVAL smoothness assurance report showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 175 in/mile. The ProVAL software and department-specified inputs are available on the department's web site:

http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness and the locations of individual features including construction joints, structure limits, design features, utility fixtures, and other features that might affect the department's evaluation of ride quality. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions.
- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ERD files for each profiler acceptance run. Submit profile data using the department's Materials Reporting System (MRS) software available on the department's web site:

http://www.atwoodsystems.com/mrs

## **C.5** Corrective Actions

## C.5.1 General

(1) Correct the ride as the engineer directs. The department will independently assess whether a repair will help or hurt the long-term pavement performance and/or public perception of the ride before deciding on corrective action.

## **C.5.2** Corrective Actions for Localized Roughness

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones and will compensate the contractor for the extra work.
- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness that exceed an IRI of 175 in/mile and do one of the following for each location:
  - 1. Direct the contractor to correct the area to minimize the effect on the ride.
  - 2. Leave the area of localized roughness in place with no pay reduction.
  - 3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

Localized Roughness IRI (in/mile)	Pay Reduction <sup>[1]</sup> (dollars)
> 175	(Length in Feet) x (IRI – 175)

- A maximum \$250 pay reduction may be assessed for locations of localized roughness that are less than or equal to 25 feet long. Locations longer than 25 feet may be assessed a maximum pay reduction of \$10 per foot.
- (3) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without independent identification of that area as determined by physically riding the pavement. For corrections, use only techniques the engineer approves.
- (4) Re-profile corrected areas to verify that the IRI is less than 140 in/mile after correction. Submit a revised ProVAL smoothness assurance report for the corrected areas to validate the results.

## **C.5.3** Corrective Actions for Excessive IRI

(1) If an individual segment IRI exceeds 140 in/mile for HMA I, HMA II, and PCC II pavements after correction for localized roughness, the engineer may require the contractor to correct that segment. Correct the segment final surface as follows:

HMA I: Correct to an IRI of 60 in/mile using whichever of the

following methods the engineer directs:

Mill and replace the full lane width of the riding surface

excluding the paved shoulder.

Correct the full lane width using techniques approved by

the engineer.

HMA II: Correct to an IRI of 85 in/mile using whichever of the

following methods the engineer directs:

Mill and replace the full lane width of the riding surface

excluding the paved shoulder.

Correct the full lane width using techniques approved by

the engineer.

PCC II: Correct to an IRI of 85 in/mile using whichever of the

following methods the engineer directs:

Continuous diamond grinding of the full lane width of the riding surface including adjustment of the paved

shoulders

Correct the full lane width using techniques approved by

the engineer.

Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Submit a revised ProVAL smoothness assurance report for the corrected areas to validate the results. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

## **C.6 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 testing procedures, and perform additional testing.
- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, 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 tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

#### **D** Measurement

(1) The department will measure Incentive IRI Ride by the dollar, adjusted as specified in E.2.

## **E** Payment

## **E.1 Payment for Profiling**

(1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract.

# E.2 Pay Adjustment

(1) The department will pay incentive for ride under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
440.4410.S	Incentive IRI Ride	DOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment before any corrective action is taken. The department will base disincentives on the IRI after correction for pavement meeting the following conditions:

All Pavement: The corrective work is performed in a contiguous, full

lane width section 500 feet long, or a length as agreed

with the engineer.

HMA Pavements: The corrective work is a mill and inlay or full depth

replacement and the inlay or replacement layer thickness

conforms to standard spec 460.3.2.

Concrete Pavements: The corrective work is a full depth replacement and

conforms to standard spec 415.

(6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation "QMP 1.03" as follows:

HMA I	
Initial IRI	Pay Adjustment <sup>[1]</sup>
(inches/mile)	(dollars per standard segment)
< 30	250
$\geq$ 30 to <35	1750 - (50  x IRI)
$\geq$ 35 to < 60	0
$\geq$ 60 to < 75	1000 - (50/3  x IRI)
≥ 75	-250

HMA II and PCC II	
Initial IRI	Pay Adjustment <sup>[1] [2]</sup>
(inches/mile)	(dollars per standard segment)
< 50	250
$\geq$ 50 to < 55	2750 – (50 x IRI)
$\geq$ 55 to < 85	0
≥ 85 to < 100	(4250/3) - (50/3  x IRI)
≥ 100	-250

HMA IV and PCC IV	
Initial IRI Pay Adjustment <sup>[1] [2]</sup>	
(inches/mile)	(dollars per standard segment)
< 50	250
$\geq$ 50 to < 75	750 - (10  x IRI)
≥ 75	0

- October 15 and May 1 for department convenience as specified in standard spec 450.3.2.1(5), the department will not adjust pay for ride on pavement the department orders the contractor to place when the temperature, as defined in standard spec 450.3.2.1(2), is less than 36 F.
- <sup>[2]</sup> If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F.
- (7) The department will prorate the pay adjustment for partial segments based on their length.

440-010 (20100709)

# 22. Railing Pipe, Item 513.2050.S.

## **A Description**

This special provision describes furnishing and installing a pipe railing system for pedestrians as shown on the plans, and according to the applicable provisions of standard spec 513 and as hereinafter provided.

## **B** (Vacant)

#### **C** Construction

Weld the posts and rails together.

#### **D** Measurement

The department will measure Railing Pipe in length by the linear foot along the top rail.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNIT513.2050.SRailing PipeLF

Payment is full compensation for furnishing all materials; installing all materials; and painting.

513-005 (20030820)

# 23. Wall Modular Block Gravity, Item 532.0200.S.

## **A Description**

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

#### **B** Materials

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

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

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

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

## **B.2 Design Requirements**

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

The design/shop plans shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design

calculations and notes shall be on  $8\frac{1}{2}$  inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans and calculations shall be signed, sealed, and dated by a professional engineer licensed in the State of Wisconsin. Four copies of the shop drawings and two copies of the design calculations and supporting materials shall be submitted.

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

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

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

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

#### B.3.1 Backfill

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

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

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

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

The top course of facing units shall be a solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. A formed cast-in-place concrete cap may also be

used to finish the wall. A cap of this type shall be designed to have texture, color, and an appearance that complements the remainder of the wall. The vertical dimension of the cap shall not be less than  $3\frac{1}{2}$  inches. Expansion joints shall be placed in the cap to correspond with each 24-inch change in vertical wall height or at a maximum spacing of 10 feet. Concrete for all cast-in-place caps shall be Grade A and shall conform to the requirements of standard spec 501.3.

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

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

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

- (1) Test shall be run using a 3% saline solution.
- (2) Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable

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

A department-approved independent testing laboratory shall control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate

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

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not do freeze-thaw testing on blocks less than 45 days old. If a random sample of five blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), the contractor shall remove from the project site all blocks from the failed lot that have not been installed in the finished work, at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

## **B.3.3** Leveling Pad

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

On walls less than or equal to 5 feet in height without a wall number assigned, a compacted leveling pad made from base aggregate dense 1½ inch as given in standard spec 305 may be used. The depth of the aggregate leveling pad shall be as shown on the plans or 12-inches minimum. The aggregate leveling pad shall be as wide as the blocks plus 12 inches with 12 inches of pad extending beyond the front face of the wall.

## **C** Construction

#### C.1 General

Construct the modular block gravity wall in accordance to the manufacturer's instructions, at the locations and to the dimensions shown on the plan and as directed by

the engineer. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the front face of the wall.

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

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

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

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

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

#### **C.2** Geotechnical Information

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

#### **D** Measurement

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

#### E Payment

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

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

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

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

## 24. Fence Safety, Item 616.0700.S.

## **A** Description

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

#### **B** Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

Resin/Construction: High density polyethylene mesh Service Temperature: -60° F to 200° (ASTM D648)

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638) Ultimate Tensile Strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at Break (%): Greater than 100% (ASTM D638) Chemical Resistance: Inert to most chemicals and acids

## **C** Construction

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

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

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

#### **D** Measurement

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

## **E** Payment

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

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.
616-030 (20070510)

# 25. Sign Posts Placed in Concrete Areas.

Amend standard spec 637 as follows:

Sign wood posts placed in concrete areas shall have a 9" x 9" knockout opening to allow for easier post removal. Place gravel around the post. Do not pour concrete flush to wood posts.

# 26. Nighttime Work Lighting-Stationary.

Lighting might be needed for nighttime work in the USH 12/STH 23 intersection, and costs for this item are incidental.

## **A Description**

Provide portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

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

#### C Construction

#### C.1 General

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

At least 14 days prior to the nighttime work, furnish a lighting plan to the engineer for review and acceptance. Address the following in the plan:

- 1. Layout, including location of portable lighting lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
- 2. Specifications, brochures, and technical data of all lighting equipment to be used.
- 3. The details on how the luminaires will be attached.
- 4. Electrical power source information.
- 5. Details on the louvers, shields, or methods to be employed to reduce glare.

- 6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
- 7. Detail information on any other auxiliary equipment.

## **C.2** Portable Lighting

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

## C.3 Light Level and Uniformity

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

#### C.4 Glare Control

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

- 1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
- 2. Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

## **C.5** Continuous Operation

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

#### D (Vacant)

#### E Payment

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract. 643-010 (20100709)

## 27. Traffic Control.

*Supplement standard spec 643 with the following:* 

Inlet covers within the travel lane shall be welded or bolted to prevent the covers from coming loose when traffic travels over them. Any work necessary to secure the cover shall be incidental to the item Traffic Control ID 6145-00-74. If the cover comes loose during construction the contractor shall make all repairs necessary within 4 hours of being notified by the engineer.

*Supplement standard spec 643.5.4(7) with the following:* 

Payment for Traffic Control Signs Fixed Message shall include the removal of the fixed messages sign, including posts and vertical supports, during the winter shutdown; and the reinstallation of the sign, posts, and vertical supports the following spring. Additional payment shall not be made for reinstalling fixed message signs or for any new signs, posts, or vertical supports that are damaged during the removal of reinstallation of the fixed message sign.

# 28. Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S; 8-Inch, Item 646.0843.S.

#### **A Description**

This special provision describes furnishing, grooving and installing preformed wet reflective pavement marking contrast tape for grooved applications as shown on the plans, according to standard spec 646, and as hereinafter provided.

#### **B** Materials

Furnish wet reflective pavement marking contrast tape and adhesive material, per manufacturer's recommendation if required, from the department's approved products list Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

## **C** Construction

#### C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of pavement marking contrast tape.

Plane the grooved lines according to details in the plan and per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface per manufacturer's recommendations.

## **C.2** Groove Depth

Cut the groove to a depth of  $120 \text{ mils} \pm 10 \text{ mils}$  from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

## **C.3** Groove Width – Longitudinal Markings

Cut the groove one-inch wider than the width of the tape.

#### **C.4** Groove Position

Position the groove edge according to plan details. Groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the tape segment. Achieve straight alignment with the grooving equipment.

#### **C.5** Groove Cleaning

#### C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

#### C.5.2 New Asphalt

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

## C.5.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

## **C.6 Tape Application**

Apply the tape when both the air and surface temperature are 40 degrees F and rising.

Apply tape in the groove as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive

- 1) For the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee:
  - Apply SPA-60 during May 1 to September 30, both dates inclusive due to Volatile Organic Compound Limitations..
  - Apply P-50 during October 1 to April 30, both dates inclusive. –
- 2) For the remainder counties:
  - Apply either adhesive.

Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective pavement marking contrast tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

#### **D** Measurement

The department will measure Pavement Marking Grooved Wet Reflective Contrast Tape (Width) for grooved applications in length by the linear foot of tape placed according to the contract and accepted.

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0841.S	Pavement Marking Grooved Wet Reflective Contrast	LF
	Tape 4-Inch	
646.0843.S	Pavement Marking Grooved Wet Reflective Contrast	LF
	Tape 8-Inch	

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

646-022 (20120615)

# 29. Temporary Pavement Marking.

Supplement standard spec 649.3 as follows:

Maintain temporary pavement markings during winter shutdown. Upon receiving written notification from the engineer, repair or replace temporary pavement marking not performing as intended to the satisfaction of the engineer within 12 hours or as soon as weather permits.

Supplement standard spec 649.5(2) as follows:

Replacing or repairing failed or deteriorated marking is incidental to the applicable temporary pavement marking bid item. The department will not pay separately for reapplication of temporary pavement markings that have failed or deteriorated.

# 30. Existing Traffic Signal Removal.

All above ground traffic signal hardware will be removed from the project by State of Wisconsin. The traffic signals will not be removed until the temporary traffic signals have been placed and are completely operational.

The contractor shall notify Southwest Regional Electricians, at (608) 785-9080, and make arrangements for the removal of the equipment at least 5 working days prior to date of removal.

# 31. Electrical Service Main Lugs Only Meter Pedestal, Cabinet ND, Item 656.0400.01.

*Supplement standard spec 656 with the following:* 

The municipality (Village of Lake Delton) will apply for utility service and will pay for all required utility extension fees.

This modifies a standard item

# 32. Lighting Systems.

#### A General

Append standard spec 651, 652, 653, 654, 655, 656, 657 and 659 as follows.

## **B** Splices

# **Lighting units:**

Splices shall accept (4) #14-#2 conductors, be underground/overhead rated and include gel filled hinged splice closure. Utilize NSI Easy-Splice Gel Tap Splice Kit series connectors (ESGTS-2), or equal by Burndy or Thomas & Betts. Split bolts are not allowed. Apply 2 wraps of electrical tape around closure.

#### **Pull boxes:**

Splices shall accept quantity and size of conductors required at individual pull boxes (which may be of differing configurations), be direct burial and submersible rated. Utilize multi-cable connectors encased in Scotchcast 85 multi-mold resin splice kit or equal. No splices are allowed in pull boxes, unless indicated on the plans.

## C Branch Circuit Tagouts

Any circuit which the contractor does not personally tag out at the disconnect shall be considered live and is subject to being activated by another person with no notice to the contractor. Tagouts shall be made with manufactured tags, and shall be endorsed with the date and the name of the contractor. Tagouts shall be cleared at the end of the work day.

## **D** Threaded Fasteners

All threaded fasteners (i.e. anchor bolts, screws, bolts, etc.) shall be liberally coated with an approved anti-seize compound, excess shall be wiped off. Excepting fasteners inside control cabinets, fasteners up to half an inch in diameter shall be stainless steel.

#### **E** Circuit Identification

Color coding shall be accomplished by use of cable jackets' of the proper color. All tails of all splices shall be coded. Secondary distribution circuits shall be color-coded as shown on the plans; the ground conductor shall be green.

Each and every accessible location of underground cable in junction boxes, pull boxes, control cabinets and pole bases (handholes) shall have a permanent weatherproof white nylon tag with TYPED <sup>1</sup>/<sub>4</sub>" black lettering identifying the cabinet, conductor circuit number - i.e. NA-1.

## **F** Utility Coordination

Coordinate with ALLIANT ENERGY the removal of the existing services and installation/connection of the new electrical service to the new lighting control pedestal.

## 33. Install Ethernet Switch, Item 675.0400.S.

## **A Description**

This special provision describes installing an Ethernet switch, and providing all necessary associated wiring.

#### **B** Materials

The department will furnish the Ethernet switch. Provide all necessary cables between the Ethernet switch and terminal server or other device.

#### C Construction

Install the Ethernet switch in a new or existing field cabinet. Connect it to devices as shown on the plans, or as directed by the engineer.

#### **D** Measurement

The department will measure Install Ethernet Switch by the unit, installed according to the contract, tested, and accepted.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNIT675.0400.SInstall Ethernet SwitchEach

Payment is full compensation for installing an Ethernet switch; furnishing all necessary incidental hardware; and making all necessary connections. 675-040 (20100630)

## 34. Crushed Granite Stone, Item SPV.0035.01.

### **A Description**

This special provision describes the supplying, delivery, and installation of a crushed granite stone to be placed in all the areas indicated on the plans for the Village of Lake Delton's Plaza area.

#### **B** Materials

The granite stone shall be Wineberry, Ruby Red, or Starlite Black Granite from Kafka Granite LLC, equal colors from Red Rock Granite Inc., or approved equal. Final color selection shall be approved by Village prior to contractor purchasing and delivering granite. Samples of the above listed colors and equals shall be presented to the Village for final selection. Granite stone sizes shall be near ¾-inch.

#### C Construction

Granite shall be placed on top of the weed barrier at 6-inches in thickness. Placement of granite shall not puncture the weed barrier. Granite shall be slightly recessed by a ¼-inch below the concrete edging to ensure it does not spill out onto the adjacent grassed areas.

#### **D** Measurement

The department will measure Crushed Granite Stone by the cubic yard that is installed and is acceptably completed.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0035.01Crushed Granite StoneCY

Payment is full compensation for delivering, furnishing, and installing all materials, necessary to completely install the granite stone.

## 35. Portable Changeable Message Sign, Item SPV.0045.01.

## **A Description**

The work under this item shall consist of furnishing, maintaining installing, and operating 8 portable changeable message signs, 2 portable removable base stations (laptop notebooks), dedicated telephone line, computer software, surge protection for system components, operating manuals and as hereinafter provided.

During the life of this contract, shall provide 24 hour-a-day availability of equipment and forces to promptly restore or revise the Portable Changeable Message Signs. Provide to the engineer the name of the local individual, and one alternative contact, responsible for the maintenance and operation of the message signs.

Upon verbal notification of a required sign message modification, complete the message revision within 5 minutes, except during non-working hours complete the message revision within 15 minutes. Upon verbal notification of a required sign modification involving moving, replacing or adding a message sign, complete the sign modification within 1 hour.

The department reserves the right to coordinate all message sign revisions with the contractor based on actual traffic conditions. During non-working hours respond to message sign requests as deemed necessary by the state patrol.

Program a master list of pre-determined messages, provided by the department, into the message sign software. A unique identification number shall be assigned to each pre-determined message. The numbering system for the pre-approved messages shall be consistent on all the portable changeable message signs, base stations and personal laptop computer. Submit any special messages not on the master list, for approval by Jeff Gustafson, the Changeable Message Sign Coordinator at the SW Region, (608) 516-6400 prior to displaying on any message sign.

Coordinate with Jeff Gustafson, the Changeable Message Sign Coordinator at the SW Region, (608) 516-6400 to allow at least ten working days for the inspection and approval of the Portable Changeable Message Signs prior to delivery of the message signs to the project site.

Supply portable changeable message signs that utilize a consistent computer software technology to operate all the message signs.

Maintain and make all repairs on the message signs delivered to the project. Ensure that the message signs remain operational throughout the duration of the project. Wash the face of the message sign a minimum of once per month or as directed by the engineer.

Provide two portable removable base stations. These base stations shall be laptop notebooks with the minimum requirements as listed in these specifications under Item 6 of Materials. The engineer will use one of the portable removable base stations. Contractor's 24-hour-a-day emergency contact will use the second portable removable base station.

Provide to the department the operating manual and instructions for the portable changeable message signs and base stations.

## A.2 Pre-Approved Manufacturers

To become pre-approved as a qualified vendor of Portable Changeable Message Signs the vendor shall initially submit the unit specifications to the department. If the department approves the specifications, the vendor may arrange a message sign demonstration with the department at which the operation and features of the unit shall be demonstrated to the department. All demonstrations shall be coordinated with Jeff Gustafson, the Changeable Message Sign Coordinator at the SW Region, (608) 516-6400.

## Pre-Approved Manufacturers

The following manufacturers have previously been approved by the department:

- a) ADDCO Incorporated
- b) American Electronic Sign Company
- c) American Signal Company
- d) Display Solutions Incorporated
- e) Precision Solar
- f) Work Area Protection
- g) Solar Tech

#### **B** Materials

Furnish equipment that one person can easily transport and operate without assistance.

Provide a complete Changeable Message Sign and trailer that is painted highway safety orange, except the sign case, which shall be painted black. Each message sign shall have a unique identification number displayed on both sides of the trailer with lettering a

minimum height of 6 inches. The message sign identification numbers shall be positioned on the trailer in such a manner to be visible to shoulder traffic. The identification numbers shall have a reflective coating visible during nighttime operations.

## **B.1 Sign Case**

The sign shall be capable of displaying a minimum of 3 lines of message text per message frame. Each line shall consist of a minimum of 8 characters, equally spaced a minimum of 3 inches and a maximum of 4 1/2 inches apart. Characters shall be a minimum of 17 inches high and a minimum of 11 inches wide and be legible from a minimum of 850 feet during both day and night conditions. The maximum sign width shall be 11 feet 6 inches.

The sign display shall consist of either a continuous matrix of pixels or individual character modules consisting of smaller matrices of pixels. Each matrix forming a character shall consist of a minimum 35 pixels in a 5 horizontal pixel by 7 vertical pixel arrangement. Each pixel shall consist of a high-intensity LED cluster. The LED lamps shall run at a minimum voltage to provide extended lamp life. Each pixel shall be either square in shape with a minimum of 2-inch sides or round in shape with a minimum 2-inch diameter. The driver board shall provide means for dimming the display. The entire message sign shall complete a message change within 100 milliseconds.

The circuit boards used in the sign case shall be constructed of components readily available from at least two other sources. A schematic of the circuit boards shall be provided to the engineer.

The sign housing shall be weatherproof and shall be constructed of aluminum. The front face shall be covered with either a one-piece, clear, non-glare, lexan panel, or individual one-piece, clear, non-glare, lexan panels.

#### **B.2** Raise and Lower Mechanism

The message sign shall have a vertical mast assembly constructed of structural steel tubing. The message sign shall include a built-in electric powered hydraulic pump capable of fully raising the sign within 1 minute. Each message sign shall also be equipped with a readily accessible manual lifting device. The message sign shall be capable of rising and locking at various heights. The bottom of the message sign shall be able to rise to a minimum height of seven feet zero inches above the ground.

A means shall be provided to prevent tampering with the message sign when the sign is raised to any locked height. The message sign shall be capable of rotating 360 degrees atop the vertical mast assembly when raised to any locked height. The mast assembly shall have a mechanism for locking the message sign in place when it is extended. When extended, the message sign shall be capable of being locked at any display angle. A means shall be provided to prevent tampering with the display angle once the message sign angle is locked.

#### **B.3** Controller

Sign operations shall be at the direction and control of a programmable microprocessor (controller). The controller shall be furnished with a full size 101 key keyboard. The controller keyboard shall contain standard alphanumeric keys. The keyboard shall be capable of being used for operation of the controller in creating, storing and displaying additional sign messages. The controller shall be capable of storing a minimum of 200 messages (frames). The sign shall be capable of displaying from one to six messages in sequence. A minimum of 150 messages shall be preprogrammed and installed by the manufacturer. The controller shall also have the capacity for storage, recall and display of a minimum of 50 operator created messages. The controller shall be able to recall from memory, preview, and display message sequences at least six frames long. The controller shall be capable of storing a minimum of 25 message sequences that can be created by the operator using any combination of preprogrammed messages and user created messages.

The controller shall allow the operator to vary the message flash rate and sequence rate in 1/4-second intervals or less with the flash rate extending from zero seconds to at least four seconds. The controller shall also allow the operator to generate a moving or flashing arrow symbol that shall be capable of being displayed on any line of a message while text is displayed on other lines of the message. The controller shall also allow the operator to generate a larger moving or flashing arrow symbol that shall be capable of being displayed on the entire sign face, using all three lines. Either of these message frames containing arrow symbols shall be capable of being included in a sequence. The controller shall allow the operator to flash (blink) selected lines of messages and include these messages within a message sequence.

The controller shall be equipped with a display screen for previewing the actual sign message prior to displaying the message on the sign. The controller shall be removable for ease of replacement, service, or programming.

Each controller shall be programmed with a password system that will deter unauthorized programming of the controller. The password system shall include at least two levels of security such that operators at one level may only change message sequences displayed using preprogrammed sequences and operators at a higher level may create and store messages or message sequences. Operators at the higher level shall also be capable of displaying message sequences.

A back up battery shall supply power to the controller when the message sign is not in operation.

The circuit boards used in the controller shall be constructed of components readily available from at least three other sources. Provide the engineer with a schematic of the circuit boards.

Ambient light controlled continuous dimming, with a minimum range of one hundred percent to forty percent shall be provided for the sign display. A means for manually controlled dimming shall also be provided.

The control panel shall have switches for raising and lowering the sign. A night light for the control panel and controller screen shall be provided and installed in the controller console cabinet.

The Portable Changeable Message Sign shall be fully equipped to receive commands to change standard messages and to allow monitoring of sign operations through a cellular telephone connection at the sign unit, without rewiring the cabinet connections. Provide a modem which operates at a minimum speed of 33.6K BAUD. The controller shall be capable of receiving commands via cellular telephone from a personal computer based remote station. The controller shall be furnished with a standard RS-232 interface such that a laptop personal computer may be connected with the controller to exchange data. The controller shall also be equipped to connect to a standard telephone land line for remote control operation.

The command protocol with which the controller communicates externally shall be of a standard format and be capable of being reconfigured. The command protocol with which the controller communicates via an RS-232 interface shall be a standard format and be capable of being reconfigured.

A cellular phone unit shall be provided and installed in the message sign by the manufacturer.

Provide and maintain a dedicated telephone line to the field office for the portable changeable message signs. Provide surge protection for all of the electronic components and telephone lines.

#### **B.4 Power Source**

The solar Portable Changeable Message Sign shall run on a battery system using a solar charging system. The solar-powered battery charging system shall consist of an array of high-efficiency, single-crystal silicon cells mounted on top of the sign panel and a voltage regulator to prevent overcharging of the battery system. The system shall use deep-cycle batteries and shall include a voltage meter, ammeter and an hour meter. The hour meter will be capable of indicating the cumulative time that the message sign has been operational and displaying messages.

The solar cells shall be capable of charging and maintaining the batteries at operational levels under all weather conditions experienced in Wisconsin. The solar array panel shall be capable of rotating 360 degrees atop the sign case and shall be capable of being locked in any position. The solar array panel shall either be tilted at an angle of 45 degrees relative to the horizon or shall be capable of tilting from 0 degrees to a minimum of 45 degrees and shall be capable of being locked in any position. A switch shall be provided to disconnect the solar power supply for safety during maintenance.

The batteries shall be housed in a waterproof, heavy-duty housing which is equipped with necessary hardware to be locked using a padlock or build in lock. The batteries shall be of a standard size and type and be available from at least three different manufacturers. The housing which contains the batteries shall be capable of accommodating batteries from at least three different manufacturers. The batteries shall provide adequate back up power for the Changeable Message Sign to operate at full operation for 20 days having ambient air temperatures of 20 degrees Fahrenheit without any sun exposure to the solar array. Certification of the message sign's ability to operate for a period of 20 days without exposure to sunlight, as stated above, shall be provided by an independent laboratory. A switch shall be supplied to disconnect the battery supply for safety during maintenance.

The sign shall also be equipped to receive and use external 110 volt alternating current as an alternate source of power.

The sign shall also be equipped with a charging device which operates on 110 volt alternating current and that is capable of charging the deep-cycle battery system within 24 hours. The charging device shall automatically shut off when battery system is fully charged to prevent overcharging.

The entire unit shall be equipped with an isolated ground circuit. The ground wires shall be connected to an isolated terminal block. The frame of the trailer shall not be a part of the ground system, except possibly for the alternating current charging and operating systems.

All external wiring shall be single length with no splices and shall be protected from weather and obstructions encountered during transport.

All break lines shall be protected from obstructions encountered during transport.

### **B.5** Trailer

The highway trailer shall have a maximum width of eight feet six inches and shall be constructed of heavy-gauge, rectangular structural steel tubing, equipped with either screwtype or hydraulic leveling jacks, trailer tongue jack with wheel, fenders, surge brakes, trailer hitch coupling with safety chains and a rear bumper. The trailer shall have a straight axle and two fifteen inch wheels and tires with a combined rated load capacity greater than the weight of the entire sign unit and trailer.

The trailer shall be equipped with standard highway brake lights, turn signals, and hazard lights and shall be wired into a round, six-prong connector. All wires shall be single lengths with no splices. Separate rustproof metal cabinets shall enclose the battery system and the controller console. The cabinets shall be equipped with the necessary hardware to be locked using a padlock or built in lock. Exterior metal surfaces shall be painted federal orange. The doors and lids of the cabinets shall be capable of being locked in the open position to prevent accidental closure.

The trailer shall include a 6000 pound capacity surge brake actuator.

The trailer hitch coupling shall be Class III with a minimum capacity of 5,000 pounds and shall provide for hookup to a two-inch ball type hitch. The coupling shall be capable of being tightened to the ball type hitch by hand turning a wheel. Heavy duty safety chains with safety type hooks shall be provided and be attached to the trailer for use with the coupling and hitch assembly.

The trailer shall be equipped with a means of preventing theft of the trailer.

The trailer shall be equipped with heavy-duty, walk-on type fenders. A walk-on deck, a minimum of 18 inches in width, shall be provided on the trailer along both sides of the sign case. The decks shall be installed so that they are in front of and adjacent to both sides of the sign case when the sign case is locked in the transport mode. The walk-on decks shall be equal in length to the trailer. Non-slip treads shall be provided on these decks and on all trailer locations where service or maintenance standing or climbing will be required.

The trailer shall contain at least four leveling jacks, as previously described, which will level the trailer on a 6:1 slope and support 5000 pounds each.

The trailer shall have storage space for the leveling jacks when the jacks are not in use. When the leveling jacks are stored within the trailer, the jacks shall not protrude beneath the frame of the trailer. The trailer and sign shall be capable of withstanding wind gusts of up to 80 miles per hour when in operation with sign raised to maximum height and leveling jacks extended. The trailer shall also be equipped with a tongue jack that has a wheel. The tongue jack shall have a capacity greater than the tongue weight of the trailer.

The trailer shall be capable of mounting or descending six-inch curb heights without the frame striking the curb.

The trailer shall be legal for use on Wisconsin roads in accordance to State of Wisconsin statutes.

# **B.6 Laptop Personal Computer (Notebook) B.6.1Hardware**

Provide a laptop personal computer with the following minimum requirements.

- 1. IBM Compatible PC Pentium 200MHz Processor
- 2. 64 MB of RAM
- 3. 250 MB Free disk space
- 4. 3 1/2-inch 1.44 MB diskette drive
- 5. 24X CD ROM drive
- 6. Mouse or other Windows compatible pointing device
- 7. Color VGA (640 by 480 pixels or higher) or compatible screen display
- 8. Internal or External Hayes compatible 56K modem

#### B.6.2 Software

Provide a laptop personal computer with the following minimum requirements:

Windows 95, Windows 98 or greater With all of the hardware drivers installed and working properly

#### C Construction

Initially place the message sign in accordance to the plans and as approved by the engineer. Provide a written list of initial message sign locations to the engineer.

Install the message signs a minimum 30 feet and a maximum 50 feet the edge line of the existing travel lane. Install the message signs perpendicular to the travel lane and the message sign shall be level. The message signs shall be installed to provide a 900-foot line of sight to approaching vehicles as measured from the centerline of the roadway. The contractor's installation of message signs shall not impede emergency vehicle access along any existing shoulder within the project vicinity.

Have a representative familiar with the operation and repair of the message signs available at the project site on the day the signs are to become operational. The representative shall remain available until all message signs are operating satisfactorily. Provide training to the engineer, as required, on operating, adjusting and controlling the portable changeable message signs, base stations and personal laptop computer.

#### **D** Measurement

The department will measure Portable Changeable Message Signs per each unit in use as directed by the engineer per day, acceptably completed.

Any day in which the changeable message boards are not working properly for more than two hours will result in one day being deducted from the quantity measured for payment, plus an additional \$500 that the contractor will be liable to the department. Improper operation of a Portable Changeable Message Sign shall include displaying an incorrect message or a message sign operating at an incorrect location. More than a single day deduction in payment can be assessed if multiple operational errors occur on the project involving different Portable Changeable Message Signs on the same calendar day.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0045.01Portable Changeable Message SignDays

Payment is full compensation for furnishing, maintaining and installing the complete unit.

## 36. Temporary Crosswalk, Item SPV.0045.02.

## A Description

This special provision describes using temporary surface material to maintain accessible crosswalks crossing the construction work zone.

## **B** Materials

Furnish a hard temporary surface material consisting of conveyor belt, asphaltic surface temporary in accordance to standard spec 465, any grade of concrete, skid resistant steel plating, or alternative material as approved by the engineer. Gravel or base course material is not acceptable.

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

#### **C** Construction

Install, maintain, move, and remove temporary surface material at Temporary Crosswalk 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. Reconstruct or relay Temporary Crosswalk and reset safety fence when disturbed by construction operations or utility trenches.

## **D** Measurement

The department will measure Temporary Crosswalk by the day, acceptably completed. The measured quantity will equal the number of calendar days a temporary crosswalk through the work zone. A crosswalk is defined as an accessible crossing of a single leg of an intersection. 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. Undisturbed crosswalks on existing pavement or completed crosswalks on new pavement or completed bus stops will not be measured for payment.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0045.02Temporary CrosswalkDay

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

## 37. 8-Count Fiber Optic Connector 200-Feet, Item SPV.0060.01.

## **A Description**

This special provision describes furnishing and installing 8-count factory terminated combination fiber optic patch panel and cable systems of the lengths described.

#### **B** Materials

Furnish combination fiber optic termination patch panel and cable systems meeting the following requirements:

- 8 single mode fiber optic strands
- Factory terminated ST connectors on panel end
- Bare, unterminated fiber strands on non-panel end
- Loose tube cable
- Cable length as indicated by bid item
- Patch panel must be designed and tested for 1,000 rematings with less than 0.2 dB change
- Patch panel housing material must be ABS plastic

#### **C** Construction

Follow all manufacturer's recommended installation procedures.

Install cable from control cabinet end out to fiber optic splice location to prevent damage to the termination panel.

Mount the termination panel in the control cabinet in a space available and approved by the Engineer.

Splice fiber optic strands to main fiber optic cable as shown on the plans or as directed by the Engineer. Splices are paid for separately.

#### **D** Measurement

The department will measure 8-Count Fiber Optic Connector 200-Feet by each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.01 8-Count Fiber Optic Connector 200-Feet Each

Payment is full compensation for furnishing and installing the fiber optic cable and termination panel assembly.

## 38. Cover Plate Temporary Buried, Item SPV.0060.02.

## A Description

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

#### **B** Materials

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

Provide asphalt pavement meeting the requirements of standard spec 465.

## C (Vacant)

## **D** Measurement

The department will measure Cover Plate Temporary Buried as each individual cover plated, acceptably completed.

## E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.02 Cover Plate Temporary Buried Each

Payment is full compensation for furnishing, installing, and removing the cover plates and asphaltic surface temporary; for maintaining the cover plate and asphaltic surface temporary directly above the cover plate.

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

## 39. Lighting Pull Boxes, SPV.0060.03.

#### A Description

This work shall consist of furnishing and installing electrical pull boxes in accordance to standard spec 653, the plan details, and as herein provided.

### **B** Materials

Lighting pull boxes shall be a stacked rectangular composite enclosure with nominal 17" wide x 30" long and 36" total depth as shown on the plans. The composite boxes shall be UL Listed, constructed of polymer concrete and reinforced by a heavy-weave fiberglass. The pull boxes shall be rated for 15,000 lbs. over a 10" x 10" area at a temperature of -50°F. The box shall be furnished with a cover having a "Lighting" logo, skid resistant surface with a minimum coefficient of friction of .5 and concrete gray color. The cover fasteners shall be stainless steel captive 3/8-inch hex head bolts with stainless steel inserts.

#### **C** Construction

The pull boxes shall be set flush with the grade or pavement and installed on aggregate as indicated on the plans.

#### **D** Measurement

The department will measure Lighting Pull Boxes as each individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV. 0060.03 Lighting Pull Boxes Each

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

## 40. Lighting Control Cabinet, Item SPV.0060.04.

## **A** Description

This special provision describes furnishing and installing lighting control cabinet and concrete base as shown on the plans and hereinafter provided. The meter pedestal shall be paid for under a separate item.

## **B** Materials

#### **B.1** Contactors

The contactors shall be electrically held Cutler-Hammer ECL04 series in a NEMA 1 enclosure with and cover mounted Hand-Off-Auto Switch with legend plate or equal by GE or Square D. Provide 1" high engraved plaque on contactor cover with "LIGHTING" or "RECEPTACLES" in ½" text as appropriate.

#### **B.2** Photocells

Provide a button type photocell that is rated for 1500W with 30-60 second delay between "on-off" operations.

#### **B.3 Panelboards**

The panelboard shall be in a NEMA 1 enclosure as manufactured by Cutler-hammer PRL1a (size not to exceed 20"W x 38"H x 5.75"D) or equal by Square D or GE. The panel shall be rated as indicated on the plans. Provide copper ground and split neutral bus bars in addition to copper bus bars. Provide bolt-on, thermal-magnetic circuit breakers that clearly indicate ON, OFF or TRIPPED position in the panel.

#### **B.4** Enclosures

The cabinet and door shall be constructed from 5052-H32 sheet aluminum alloy which has a thickness of .125 inch. External welds shall be made by using the Heliarc welding

method; whereas, internal welds will be made by the wire welding method. All welds shall be neatly formed and free of cracks, blow holes and other irregularities. All inside and outside edges of the cabinet shall be free of burrs. The cabinet shall be designed with a sloped top be prevent the accumulation of water on its top surface. The door opening shall be double flanged on all (4) sides which increases strength around openings and keeps dirt and liquids from entering the enclosure when door is opened. A door restraint shall be provided to prevent door movement in windy conditions. The enclosure interior back shall be provided with a rigid 5052-H32 aluminum equipment mounting panel having a thickness of .125 inch.

The cabinet door will be a minimum of 80% of the front surface area and shall be hinged on the right side when facing the cabinet. The door shall be furnished with a gasket that satisfies the physical properties as found in UL508 table 21.1 and shall form a weathertight seal between the cabinet and door. The hinges shall be continuous and bolted to the cabinet and door utilizing 1/4-20 stainless steel carriage bolts and nylock nuts. The hinge will be made of .075 inch thick stainless steel and shall have .250 inch diameter stainless steel hinge pin. The hinge pin shall be capped top and bottom by weld to render it tamperproof.

Hinge leaves will not be exposed externally when the door is closed, but hinge knuckles may protrude. All bolt holes shall be gasketed. The latching mechanism shall be a 3-point draw roller type. Pushrods will be turned edgewise at the outwards supports and shall be .250 inch by .750 inch aluminum, minimum. Rollers shall have a minimum diameter of .875 inch and will be made of nylon. The center catch shall be fabricated from .187 aluminum, minimum. An operating handle shall be furnished. The handle will be stainless steel with a 3/4 inch diameter shank. The latching handle shall have a provision for padlocking in the closed position. The lock shall be keyed dead bolt Corbin Lock or equivalent. Five keys will be furnished with each lock.

The enclosure shall have a natural satin aluminum finish. There shall be no louvers or police door. Provide an enclosure manufactured by APX Enclosures, Cleveland Manufacturing or Southern Manufacturing. NO manufacturer identification plaques/tags shall be visible on the exterior of the cabinet. Cabinet not to exceed size shown on the plans.

## **B.5 Field Wiring Termination Blocks**

All connections from the field wiring to equipment in the lighting control cabinet shall be made through termination blocks. Provide quantity of channel mount NEMA rated, box lug, single terminal blocks as indicated on plans that are capable of holding #12 to #1/0 wire for power, neutral and grounding connections. The terminal blocks shall be mounted on a mounting channel with end anchors and an end barrier. Each terminal block shall have a label indicating the appropriate circuit number, neutral ('N') or ground ('G') wire connected to block; handwritten numbers and letters are not acceptable means of identification.

## **B.6 Surge Arresters**

The unit shall provide all modes of surge protection, meet UL1449 Third Edition with 26KA per mode and 78KA per phase surge current, contain LED line indicators, 5-year warranty, and dimensions of 7.5"H x 4.25"W x 4.0"D. Connect the surge suppressor to the branch circuit breaker as indicated on the plans. The surge arrester shall be equal to Intermatic EH Series or equal by Cutler-Hammer or LEA.

### **B.7** Time Clock

The time clock shall be astronomical with 4-day capacitor clock backup, -40°F to 158°F operating range, 40 year program schedule retention, LCD display, daylight saving time and leap year correction. Program to allow receptacles to turn on 1 hour prior to sunset (actual on time is through the photocontrol) and turnoff at midnight or as required by the Village. Provide a Tork DWZ100B or equal by Intermatic or Eltec.

#### **B.8** Concrete Base

Conform to standard spec 654.2 and the plans.

#### C Construction

Use a UL 508A Listed Panel Builder to assemble the lighting control cabinet. Assemble the lighting control cabinet with all of its electrical components, wiring and parts in a neat and orderly fashion and as shown on the plans. Pretest the cabinet prior to shipment to the site. Panel Builder shall apply UL label inside cabinet.

Mount all equipment to panel in enclosure. Train the cables in straight horizontal and vertical directions and be parallel next to and adjacent to other cables whenever possible. Install wiring in slotted wireway between terminal strip, contactor and panelboard. Secure all remaining wiring using screw attachment type straps; adhesive type will not be allowed.

Surge arresters shall be installed to allow LED indicator(s) to be readily visible when viewing inside of cabinet. Connect the surge arrester to the branch circuit breaker as indicated on the plans.

Install photocell in the overhang of the control cabinet facing down and apply silicon caulk to maintain integrity of the enclosure.

Make all connections from the field wiring to equipment in the lighting control cabinet through termination blocks.

Make all connections from the underground field wiring to equipment in the lighting control cabinet through distribution blocks.

Construct concrete base in conformance with standard spec 654.3 and as shown on the plans.

#### **D** Measurement

The department will measure Lighting Control Cabinet as each individual unit acceptably completed.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.04Lighting Control CabinetEach

Payment is full compensation for furnishing and installing photocontrol, contactors, panelboard, termination blocks, surge arrester, enclosure, grounding and electrical components, concrete base.

## 41. Decorative Lighting Units, Item SPV.0060.05.

## **A Description**

This work includes providing lighting units including poles, arms, luminaires, lamps, pole wiring, pole fusing and all necessary appurtenances in accordance to the plans and stated herein.

The lighting units shall be manufactured by Sun Valley Lighting to match lighting existing units selected by the Village.

#### **B** Materials

The completed lighting units shall be of such design as will withstand all loads to which the units will be subjected in the field, together with a minimum wind pressure resulting from a wind velocity of 90 mph in conformance with the requirements of AASHTO Specifications for the Design and Construction of Structural Supports for Highway Luminaires, latest edition.

### **B.1 Poles**

Poles shall be constructed from a 5" diameter, 7 gauge steel shaft. A decorative cast-aluminum cover shall be provided at the base of the shaft. The pole shall be provided with a black powder coat finish warranted for 5 years.

The banner arms shall be clamp-on aluminum with cast aluminum end attached with stainless steel hardware. The arms shall be powder coat painted to match the finish of the pole.

The festoon receptacle shall consist of a duplex 20 amp, 125 volt commercial grade receptacle with a 2-3/8"D x 3-3/8"W x 5-3/4"H cast aluminum, lockable, UL listed cover that is suitable for wet locations while-in-use. The cover shall be painted to match the finish of the pole.

#### **B.2** Luminaires

Luminaires shall comply with the following:

- (1) The housing shall be of corrosion resistant aluminum construction.
- (2) A die-formed aluminum door frame shall retain an optically clear, heat and impact resistant flat glass in a sealed manner. There shall be concealed stainless steel latches and hinges to permit easy tool-less access to the luminaire interior.
- (3) The reflector shall be a specular segmented set to achieve a Type MC2 distribution. The lamp holder shall be mogul base, glazed porcelain with a nickel plated screw shell securely attached to the reflector assembly.
- (4) The ballast shall be 120V, CWA, high power factor, separate component type, capable of providing reliable lamp starting down to -20 degrees F. The ballast shall be mounted on a unitized tray. The ballast shall operate the lamp within the ANSI trapezoidal limits.
- (5) The paint shall be a fade resistant, matching pole, electrostatically applied textured polyester powder coat with a 5 year warranty.
- (6) The luminaire shall be Sun Valley GLX-411 series.

#### **B.3 Mast Arms**

The mounting arm shall be a bent section of extruded aluminum tubing with lower decorative aluminum brace and assembled with stainless steel hardware. The arm shall be designed for mounting compatibility with the pole. The paint shall be a fade resistant, matching pole, electrostatically applied textured polyester powder coat with a 5 year warranty.

## **B.4 Lamps**

Lamps shall be high pressure sodium: 28,000 initial lumens (250W), 24000+ hour life (min.), mogul base, universal position, clear.

## **B.5 Pole Wiring**

Conductors from the underground wiring to the luminaire and receptacle shall be #12 AWG Type USE (XLP) individual conductors. In each utilized phase conductor in the handhole, there shall be installed a 1-pole secondary inline 600 VAC fuse assembly with #12AWG copper crimp connections at each end, and a fast acting, current limiting type KTK fuse. Conductors shall have sufficient length to permit removal of the fuse assembly through the handhole of the pole.

#### C Construction

### C.1 General

The lighting unit shall be assembled and installed per the manufacturer's instructions. The contractor shall install unit with proper luminaire orientation and as indicated on the plans.

### D. Measurement

The department will measure Decorative Lighting Units as each individual unit, acceptably completed.

## E. Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.05Decorative Lighting UnitsEach

Payment is full compensation for furnishing, delivering, and installing all materials, including poles, luminaries, mounting arms, pole wiring/fusing, lamps, appurtenances and all necessary hardware and fittings.

## 42. Accent Sign Light Fixture B, Item SPV.0060.06.

## **A Description**

This work includes providing lighting units including fixture and lamps, wiring, concrete bases, and all necessary appurtenances in accordance to the plans and stated herein. The lighting units shall be manufactured by Cooper Lighting or equal.

#### **B** Materials

Fixture to be installed is the Cooper Lighting 301-10LED 3041-230/12-BK (as specified in the plans) or equal.

Conductors from the underground cable network to the luminary shall be #12 AWG Type USE/RHW (XLP) individual conductors. In each utilized phase conductor in the handhole, there shall be installed a 1-pole secondary inline 600 VAC fuse assembly with #12AWG copper crimp connections at each end. Conductors shall have sufficient length to permit removal of the fuse assembly through the transformer base.

Concrete base for each pole shall be provided and installed per the detail and plan notes.

#### C Construction

Prior to construction and ordering of the above materials, shop drawings shall be submitted to the engineer and reviewed by the Village for approval.

The lighting unit shall be assembled and installed per the manufacturer's instructions and plans. The contractor shall install unit with proper luminary orientation.

Furnish and install all incidental items, such as grommets, splices, etc. necessary to make the lighting system complete.

#### **D** Measurement

The department will measure Accent Sign Light Fixture B as each individual unit, acceptably completed.

### **E** Payment

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

Payment is full compensation for furnishing, delivering and installing all materials, including fixtures, concrete bases, appurtenances and all necessary hardware and fittings.

## 43. Plaza Light Fixture A, Item SPV.0060.07.

## **A Description**

This work includes providing lighting units including poles, arms, luminaries, lamps, pole wiring, concrete bases, pole fusing and all necessary appurtenances in accordance to the plans and stated herein. The lighting units shall be manufactured by US Architectural Lighting that are similar to the units selected by the Village on the Dell Creek Bridge and adjacent side streets.

#### **B** Materials

Furnish and deliver light poles conforming to the details as shown on the plans. The completed lighting unit shall be of such design as will withstand all loads to which the units will be subjected in the field, together with a minimum wind pressure resulting from a wind velocity of 90 mph in conformance with the requirements of AASHTO Specifications for Design and Construction of Structural Supports for Highways Luminaries, latest edition.

### **B.1 Pole and Base**

Poles shall be constructed from a 5" diameter, 7 gauge steel shaft. A decorative cast aluminum cover shall be provided at the base of the shaft. The pole shall be provided with black powder coat finish warranted for 5 years. Vibration dampeners shall be supplied as required.

Decorative Base shall be a two piece corrosion resistant, durable cast aluminum construction minimum 0.225 wall thickness. Base consists of a 18" diameter wide smooth stepped bottom section and a decorative top section provided with hand hole and cover. US Architectural Lighting Base 4300.

#### **B.2 Banner Arms**

The banner arms shall be clamp-on aluminum with cast aluminum end attached with stainless steel hardware. The arms shall be powder coat paint to match the finish of the pole.

## **B.3 Festoon Receptacle**

The festoon receptacle shall consist of a duplex 20 amp, 125 volt commercial grade receptacle with a 2-3/8"D x 3-3/8"W x 5-3/4"H cast aluminum, lockable, UL listed cover that is suitable for wet locations while in use. The cover shall be painted to match the finish of the pole.

#### **B.4** Luminarie

Luminaries shall comply with the following:

- 1. The housing shall be corrosion restraint aluminum construction.
- 2. A die-formed aluminum door frame shall retain an optically clear, heat and impact resistant flat glass in a sealed manner. There shall be concealed stainless steel latches and hinges to permit easy tool-less access to the luminaries' interior.
- 3. The reflector shall be a specular segmented set to achieve a Type MC2 distribution. The lamp holder shall be mogul base, glazed porcelain with a nickel plated screw shell securely, attached to the reflector assembly.
- 4. The ballast shall be 120V, CWA high power factor separate component type, capable of providing reliable lamp starting down to -20 degrees F. The ballast shall be mounted on a unitized tray. The ballast shall operate the lamp within the ANSI trapezoidal limits.
- 5. The paint shall be a fade resistant, matching pole, electrostatically applied textured polyester powder coat with a 5-year warranty.
- 6. The luminarie shall be US Architectural Lighting GLX-HR-III series.

#### **B.5 Mast Arm**

The mounting arm shall be a bent section of extruded aluminum tubing with lower decorative aluminum brace and assembled with stainless steel hardware. The arm shall be designed for mounting compatibility with the pole. The paint shall be a fade resistant, matching pole, electrostatically applied textured polyester powder coat with a 5-year warranty. The arm shall be US Architectural Lighting XBC Single.

## B.6 Lamp

Lamps shall be high pressure sodium: 150W, 24,000+ hour life (min.), module base (to be verified by utility), universal position, clear.

## **B.7 Pole Wiring**

Conductors from the underground cable network to the luminary shall be #12 AWG Type USE/RHW (XLP) individual conductors. In each utilized phase conductor in the handhole, there shall be installed a 1-pole secondary inline 600 VAC fuse assembly with #12AWG copper crimp connections at each end, and a fast acting, current limiting type KTK fuse. Conductors shall have sufficient length to permit removal of the fuse assembly through the transformer base.

#### **B.8** Concrete Base

Concrete base for each pole shall be provided and installed per the detail and plan notes.

### C Construction

Prior to construction and ordering of the above materials, shop drawings shall be submitted to the engineer and reviewed by the village for approval.

Install the light poles on detailed concrete bases per the manufacturer's instructions. The contractor shall install unit with proper luminarie orientation and as indicated on the plans.

Furnish and install all incidental items, such as grommets, splices, etc. necessary to make the lighting system complete.

The entire fixture shall be 14-feet high or per manufacturer recommendation.

#### **D** Measurement

The department will measure Plaza Light Fixture A as each individual light pole, acceptably completed.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.07Plaza Light Fixture AEach

Payment is full compensation for delivering, furnishing, and installing all materials, including poles, nut covers, all hardware, mounting arms, bases, pole wiring/fusing, concrete bases, lamps, appurtenances, and fittings necessary to completely install the pole.

## 44. Plaza Pull Box, Item SPV.0060.08.

## **A** Description

This work shall consist of furnishing and installing the plaza electrical pull box in accordance to standard spec 653, the plan details, and as herein provided. In addition, all work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Sate Electrical Code, the National Electrical Code (ANSI/NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, and present manufacturing standards (including NEMA). All Division 26 work shall be done under the direction of a currently State of Wisconsin Certified Master Electrician.

#### **B** Materials

Provide all materials shown for the Plaza Pull Box. Pull box shall have a locking cover.

#### **C** Construction

The pull boxes shall be set flush with the grade or pavement and installed on aggregate as indicated on the plans.

#### **D** Measurement

The department will measure Plaza Pull Box as each individual unit, acceptably completed.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.08Plaza Pull BoxEach

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

## 45. Information Kiosk, Item SPV.0060.09.

## **A Description**

This special provision describes Information Kiosk as shown on the plans, conforming to the appropriate subsections of the standard specifications, and as hereinafter provided. All work and materials associated with the complete kiosk and accessories shall be here included.

#### **B** Materials.

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

- 1. A hole shall be augured for the 36-inch concrete foundation pier.
- 2. The minimum depth of the hole is indicated on the plans. The hole may need to be deeper depending on the manufacturer's recommendations. The final footing depth shall be designed by Fabcon with the use of a professional engineer. A round concrete form (Sonotube or equal) shall be installed prior to pouring the footing.
- 3. Concrete for the footings shall be constructed from normal weight concrete having sand and gravel or crushed stone aggregates mixed with ASTM-C150 Type I or Type III. See Section 501. Concrete shall have minimum compression strength of 4,000 psi at 28 days. Water used for concrete shall be clean water and free from injurious amounts of oils, alkalis, organic, or other deleterious substances. All concrete shall contain an air-entraining admixture resulting in 5% (+/- 1%) entrained air.
- 4. All reinforcing steel shall be deformed type bars. All bars shall conform to ASTM A615, Grade 60. See Section 505. The connection between the footing and column shall be made by two 6-foot long No. 4 (minimum) imbedded in the center of each footings. Three feet shall be imbedded into the footing leaving 3-feet exposed to then protrude through the center of each column. Each column shall be cast with a hollow center. The reinforcing steel configuration shall be the manufacturer's recommendation.

## **B.2 Precast Kiosk Columns and Caps**.

At the locations shown on the plans to serve as information kiosks:

1. Two Verti-Ccrete columns shall be placed. Columns are to be supplied and manufactured by FABCON.

Contract Information:

FABCON 6111 W. Hwy 13 Savage, MN 55378 (952) 882-7289 www fabcon-usa com

- 2. Columns shall be 20-inch squares. On one side of the column a 3-inch minimum depth notch shall be cast into the column to receive the poster case on one side. Each column shall have a tapered hollow center, 8-inch square at the top which tapers down to a 6-inch square at the bottom. A stucco decorative stone texture shall be used on the exterior with 2 11-inch indented bands as shown on the plans.
- 3. A precast concrete cap shall be installed on top of each column as shown on the plans. Exact cap dimensions, color, and style shall match the existing columns caps on the Village's Cemetery Fence, located across from the Tommy Bartlett Show on the Wisconsin Dells Parkway. The indented bands shall be stained in the black color like the caps.
- 4. Concrete for the columns shall be constructed from normal weight concrete having sand and gravel or crushed stone aggregates mixed with ASTM-C150 Type I or Type III. See standard spec 501. Concrete shall have a minimum compression strength of 4,000 psi at 28 days. Water used for concrete shall be clean water and free from injurious amounts of oils, alkalis, organic, or other deleterious substances. All concrete shall contain an air-entraining admixture resulting in 5% (+/- 1%) entrained air.
- 5. Each column shall have the following minimum requirement of reinforcing: 4-No. 4 verticals with No. 3 horizontal rings at 12-inches on center. Additional reinforcing shall be installed per the manufacturer's recommendations. All reinforcing steel shall be deformed type bars. All bars shall conform to ASTM A615, Grade 60. All ties and stirrups shall conform to the requirements of ASTM A615, Grade 60. See standard spec 505.
- 6. The hollow core of the concrete column shall be grouted solid or filled with concrete to the full height. A bonding agent and grout shall be applied to the column side notch for the entire full height except the location where the blocking is to be installed.
- 7. Concrete Stain and Sealant
  - i. Columns shall be colored after installation where possible with a 100% acrylic concrete Stain. When coloring the column after installation in not possible due to weather, interference with traffic, accessibility, or concern from overspray onto adjacent structures or property, the concrete elements may be pre-stained at the manufacturer's facility. The columns and caps shall be touched up after installation to ensure a consistent, natural looking, and complete finish. The base color should be applied with an airless sprayer.
  - ii. The color of the columns shall be Sherwin-Williams H & C Concrete Sealer either Solvent-Based or Water Based Gull Gray (HC132). The color of the caps and bands shall be Sherwin-Williams H & C Concrete Sealer either Solvent-Based or Water Based Black (HC108).

Contact Information:

Sherwin-Williams

(800) 4-SHERWIN

www.sherwin-williams.com

#### iii. Sealant.

- 1) Polyurethane Sealant:
  - a) Tremco Dymonic or Dymeric, BASF Sonolastic NP1 or NP2. Contact Information:
    - 1. Tremco

3735 Green Road

Beachwood, OH 44122

(800) 321-7906

www.tremcosealants.com

2. BASF

www.buildingsystems.basf.com/p02/USWeb-

Internet/buildingsystems/en GB/

- b) Sealant shall be placed in joints which are bordered on one or both sides by a porous building material such as precast concrete or a non-porous building material such as painted metal, or PVC trim.
- 2) Polyurethane Sealant (paintable):
  - a) Tremco Dymonic FC or Vulkem 116 or Vulkem 921.
  - b) Sealant shall be placed in joints which are bordered on both sides by a PVC trim. Install prior to painting.
- 3) Self-Leveling Polyurethane Sealant:
  - a) Sonneborn Sonolastic SL 1, Tremco THC-900, or Vulkem 45.
  - b) The color shall match stain concrete color.

#### **B.3 Kiosk Poster Case**

1. Two 72-inch long by 42-inch tall by 4-inch deep weather resistant cases shall be provided at each information kiosk. The cases shall be mounted back to back for viewing from both sides. The poster cases shall be Model C cases by Poblocki & Sons or equal.

Contact Information:

Poblocki & Sons

922 S. 70<sup>th</sup> St.

West Allis, WI 53214

(800) 776-7064

www.poblocki.com

- 2. The cases shall be aluminum construction with tempered glass. Side hinge doors with cylinder lock shall be provided. Each case shall be shop painted black finish (acrylic polyurethane), colored ¼" cork backing (color selected by Owner), drip holes at bottom and vent holes at top side ends (located to miss the mounting blocking), water resistant construction including silicone filled joints, and be reinforced as needed to allow for free-spanning with end support only. The Locking case keys for each case shall be given to the Village Director of Public Works upon acceptance of each information kiosk. See the "Village of Lake Delton Standard Sewer and Water Specifications for WisDOT Let Projects, January 2013" specifications for contact information.
- 3. Matching sheet metal flashing shall be provided to cover the blocking on the side ends.

## **B.4 PVC Trim Components.**

1. Paintable free foam cellular PVC trim shall be installed as indicated on the drawings. Frontier series Trimboards as manufactured by AZEK.

Contact Information:

Azek Building Products, Inc.

801 Corey Street

Scranton, PA 18504

www.azek.com

- 2. Continuous use of trimboards is required with no butt joints.
- 3. All installation accessories shall be provided.
- 4. The trim shall be painted with two coats of Satin Latex Systems from Sherwin Williams or equal. Each coat shall be 4 mils wet, 1.44 mils dry per coat.
  - a. First Coat: S-W SuperPaint® VinylSafe<sup>TM</sup> Exterior Latex Acrylic Satin, A89 Series
  - b. Second Coat: S-W SuperPaint® VinylSafe<sup>TM</sup> Exterior Latex Acrylic Satin, A89 Series.

## **B.5** Exterior Signage Letters

1. Contractor shall provide injected molded plastic letters with sharp edges with mounting studs for flush surface mounting for the "Welcome" letter on the Information Kiosks. Contractor shall provide Minnesota letters manufactured by Gemini Incorporated or equal.

Contact Information:

Gemini Incorporated

103 Mensing Way

Cannon Falls, Minnesota 55009

(800) 538-8377

www.signletters.com

- 3. The letter size is indicated on drawings.
- 4. Font shall be selected by the Village Representative from manufacturer's standard fonts. See the "Village of Lake Delton Standard Sewer and Water Specifications for WisDOT Let Projects, January 2013" specifications for contact information.
- 5. Letter color shall be selected by Village Representative from manufacturer's standard colors. A minimum of 40 colors shall be provided to the Village to select from.
- 6. Contractor shall provide a layout drawing, showing font, size, and layout, for review by Village Representative. After layout approval, the contractor may fabricate and provide installation template.
- 7. Letters shall be installed with an adhesive/sealant for stud mounting as recommended by manufacturer and suitable for use in PVC trim.

#### C Construction.

## **C.1 Concrete Footing**

- 1. The top of the footing shall be 12-inches below the finished concrete slab.
- 2. Foundations shall be augured as deep as shop drawings indicate per the manufacturer. The bottom bearing surface shall be left clean and smooth. If footing excavations are made deeper than intended, only concrete shall be used for fill.
- 3. Reinforcing steel for the foundations shall be installed per the manufacturer's shop drawings with the minimum clearance of 3-inches from all sides.
- 4. Footings shall have rebar anchors cast in the center per manufacturer's recommendations and shop drawings.

## **C.2 Precast Kiosk Columns**

- 1. The columns shall be plumb and level on the foundation over the protruding reinforcement. Plastic or other non-organic shims may be used where necessary to ensure that each column is square and level.
- 2. When the columns and caps arrive on site, they shall be inspected at the time of delivery for acceptance by the contractor. Then the components shall be inspected again prior to installation. Any components determined to be defective, damage, etc. will be rejected and returned to the manufacturer for a new piece to be made and resent to the project site, at no additional cost.
- 3. Columns shall be filled with concrete to the top. Columns shall not be left unattended or without proper (OSHA recommended) bracing until filled with concrete and cured for a minimum of 2 days.
- 4. Caps shall be set on top of each column after column is filled with concrete. Caps shall be filled with concrete or grout prior to installation to avoid any gaps between the column and cap. Caps shall be set with masonry adhesive.
- 5. The seam between the column and the cap should be caulked to ensure a solid cosmetic seal.
- 6. Before staining, concrete surface should be power washed and/or cleaned of debris and dirt. If power washed, the column shall be completely dry prior to staining.
- 7. Prepare and field stain per manufactures' recommendations. The staining base colors shall be applied in two coats using an airless spray gun.

## C.3 Kiosk Poster Case

- 1. Contractor shall coordinate installation of the poster case, columns, and end blocking with all the manufacturers to ensure proper fit in the field.
- 2. Cases shall be installed plumb and level.
- 3. Cases shall be installed to not allow water to enter the case.
- 4. Paint finish shall be touch-up. Extra paint shall be given to the Village Director of Public Works for future touch ups/repairs. See the "Village of Lake Delton Standard Sewer and Water Specifications for WisDOT Let Projects, January 2013" specifications for contact information.
- 5. Contractor shall protect work at all times until completion of entire project.

## C.4 Signage Letters.

- 1. Signage letters shall be installed per the manufactures' recommendations.
- 2. Template pre-drilled holes for the studs shall be used.
- 3. All holes shall be adhered in place insuring they are all completely filled with adhesive/sealant.
- 4. Letters shall be mounted tight to the face of the trim.

### **D** Measurement

The department will measure Information Kiosk as each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.09 Information Kiosk Each

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the above contract work..

#### 46. Bench, Item SPV.0060.10.

## A Description

This special provision describes furnishing and installing benches throughout the project limits.

#### **B** Materials

Furnish a Thomas Steele Ashton Bench, ASB-6. Provide this 6-foot long bench with a bronze metallic powder coat, Ipe seat, and bolt down tabs on the legs of the bench.

Contact Information:

Thomas Steele 1080 Uniek Drive Waunakee, WI 53597 (800) 241-2505 www.thomas-steele.com

#### **C** Construction

Install benches on the specified concrete bench pads as shown in the plans and per manufacturer's recommendations. Benches shall be bolted down with stainless steel anchor bolts per the manufacturer's recommendation and shall be made removable at any time. The bench shall be leveled across the sloped concrete pad.

#### **D** Measurement

The department will measure Bench 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 NUMBERDESCRIPTIONUNITSPV.0060.10BenchEach

Payment is full compensation for providing and installing all materials necessary to completely install the bench furnishing and installing hardware, and connectors; for performing all mounting, leveling, proper disposing of surplus material and restoration. The concrete pad under each bench is to be paid separately.

## 47. Backless Bench, Item SPV.0060.11.

## **A Description**

This special provision describes furnishing and installing the backless benches throughout the project limits.

#### **B** Materials

Furnish a Thomas Steele Ashton Backless Bench, ASF-AR-6. Provide this 6-foot long bench with a bronze metallic powder coat, Ipe seat, and bolt down tabs on the legs of the bench

Contact Information:

Thomas Steele 1080 Uniek Drive Waunakee, WI 53597 (800) 241-2505 www.thomas-steele.com

#### C Construction

Install benches on the specified concrete bench pads as shown in the plans and per manufacturer's recommendations. Benches shall be bolted down with stainless steel anchor bolts per the manufacturer's recommendation and shall be made removable at any time. The bench shall be leveled across the sloped concrete pad.

### **D** Measurement

The department will measure Backless Bench 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 NUMBERDESCRIPTIONUNITSPV.0060.11Backless BenchEach

Payment is full compensation for providing and installing all materials necessary to completely install the bench furnishing and installing hardware, and connectors; and for performing all mounting, leveling, proper disposing of surplus material and restoration. The concrete pad under each bench is to be paid separately.

## 48. Adjust Existing Sanitary Sewer Manhole, SPV.0060.12.

## **A Description**

This special provision describes adjust existing sanitary sewer manhole as shown on the plans and conforming to the requirements in the separate specifications entitled "Village of Lake Delton Standard Sewer and Water Specifications for WisDOT Let Projects, January 2013", and as hereinafter provided.

### **B** (Vacant)

#### C (Vacant)

#### **D** Measurement

The department will measure Adjust Existing Sanitary Sewer Manhole by each individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Adjust Existing Sanitary Sewer Manhole	Each

Payment is full compensation for furnishing all work herein specified in accordance to the Village of Lake Delton's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, January 2013.

49. Adjust Existing Water Curb Stop Less Than 6-Inches, SPV.0060.13; Adjust Existing Water Curb Stop 6-Inches or Greater, SPV.0060.14; Adjust Existing Water Valve Box 6-Inches or Less, SPV.0060.15; Adjust Existing Water Valve Box Greater Than 6-Inches, SPV.0060.16; Adjust Existing Hydrant, SPV.0060.17, Remove, Salvage, and Relocate Existing Hydrant, SPV.0060.18; 4-Inch Water Main Cap, SPV.0060.19; 4-Inch Water Main Plug, SPV.0060.21;

Yard Hydrant, SPV.0060.22; Abandon Existing 1-Inch Water Service, SPV.0060.23; Abandon Existing 1.5-Inch Water Service, SPV.0060.24; Abandon Existing 2-Inch Water Service, SPV.0060.25; Abandon Existing 4-Inch Water Service, SPV.0060.26; 1-Inch Water Corporation Curb Stop and Box, SPV.0060.27, Ductile Iron 22.5-Degree Bend, 6-Inch, SPV.0060.29; Ductile Iron 45-Degree Bend, 12-Inch, SPV.0060.30; Remove and Salvage Existing Water Valve and Box, SPV.0060.31; 8-Inch x 12-inch Tapping Sleeve, SPV.0060.32; 8-Inch Water Valve and Box, SPV.0060.33; Connect to Existing Water Corporation, SPV.0060.34; Connect to Existing Water Main, SPV.0060.35.

## **A Description**

This special provision describes adjust existing water curb stop less than 6-inches, adjust existing water curb stop 6-inches or greater, adjust existing water valve box 6-inches or less, adjust existing water valve box greater than 6-inches, adjust existing hydrant, remove, salvage, and relocate existing hydrant, 4-inch water main cap, 4-inch water main plug, 8-inch water main plug, yard hydrant, abandon existing 1.5-inch water service, abandon existing 2-inch water service, abandon existing 4-inch water service, 1-inch water corporation curb stop and box, ductile iron 22.5-degree bend, 6-inch, ductile iron 45-degree bend, 12-inch, remove and salvage existing water valve and box, 8-inch x 12-inch tapping sleeve, 8-inch water valve and box, connect to existing water corporation, connect to existing water main and abandon existing 1-inch water service as shown on the plans and conforming to the requirements in the separate specifications entitled "Village of Lake Delton Standard Sewer and Water Specifications for WisDOT Let Projects, January 2013", and as hereinafter provided.

**B** (Vacant)

C (Vacant)

#### **D** Measurement

The department will measure Adjust Existing Water Curb Stop Less Than 6-Inches, Adjust Existing Water Curb Stop 6-Inches Or Greater, Adjust Existing Water Valve Box 6-Inches or Less, Adjust Existing Water Valve Box Greater Than 6-Inches, Adjust Existing Hydrant, Remove, Salvage, and Relocate Existing Hydrant, 4-Inch Water Main Cap, 4-Inch Water Main Plug, 8-inch Water Main Plug, Yard Hydrant, Abandon Existing 1.5-Inch Water Service, Abandon Existing 2-Inch Water Service, Abandon Existing 4-Inch Water Service, 1-Inch Water Corporation Curb Stop and Box, Ductile Iron 22.5-Degree Bend, 6-inch, Ductile Iron 45-Degree Bend, 12-Inch, Remove and Salvage Existing Water Valve and Box, 8-Inch x 12-Inch Tapping Sleeve, 8-Inch Water Valve and Box, Connect to Existing Water Corporation, Connect to Existing Water Main and Abandon Existing 1-Inch Water Service by each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Adjust Existing Water Curb Stop Less Than 6-Inches	Each
SPV.0060.14	Adjust Existing Water Curb Stop 6-Inches or Greater	Each
SPV.0060.15	Adjust Existing Water Valve Box 6-Inches or Less	Each
SPV.0060.16	Adjust Existing Water Valve Box Greater Than	Each
	6-Inches	
SPV.0060.17	Adjust Existing Hydrant	Each
SPV.0060.18	Remove, Salvage, and Relocate Existing Hydrant	Each
SPV.0060.19	4-Inch Water Main Cap	Each
SPV.0060.20	4-Inch Water Main Plug	Each
SPV.0060.21	8-Inch Water Main Plug	Each
SPV.0060.22	Yard Hydrant	Each
SPV.0060.23	Abandon Existing 1-Inch Water Service	Each
SPV.0060.24	Abandon Existing 1.5-Inch Water Service	Each
SPV.0060.25	Abandon Existing 2-Inch Water Service	Each
SPV.0060.26	Abandon Existing 4-Inch Water Service	Each
SPV.0060.27	1-Inch Water Corporation Curb Stop and Box	Each
SPV.0060.29	Ductile Iron 22.5-Degree Bend, 6-Inch	Each
SPV.0060.30	Ductile Iron 45-Degree Bend, 12-Inch	Each
SPV.0060.31	Remove and Salvage Existing Water Valve and Box	Each
SPV.0060.32	8-Inch x 12-Inch Tapping Sleeve	Each
SPV.0060.33	8-Inch Water Valve and Box	Each
SPV.0060.34	Connect to Existing Water Corporation	Each
SPV.0060.35	Connect to Existing Water Main	Each

Payment is full compensation for furnishing all work herein specified in accordance to the Village of Lake Delton's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, January 2013.

## 50. Exposing Existing Utility, Item SPV.0060.36.

### A Description

This work includes exposing existing utilities which are in direct conflict with proposed facilities. The location of existing utilities not in direct conflict with proposed construction is not included and shall be addressed using standard utility location procedures. The work includes exposing existing utilities under paved and unpaved surfaces, and providing both lateral and depth measurements for use in determining potential utility conflict solutions.

#### **B** Materials

## **B.1 Granular Backfill**

Furnish granular backfill that conforms to standard spec 209.

## **B.2 Slurry Backfill**

Use aggregates that conform to standard spec 501 for grade A concrete. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water to enable the mixture to flow readily.

#### **C** Construction

#### C.1 General

Submit all requests for exposing existing utilities in writing to the engineer for approval prior to performing the work. Coordinate utility exposures with the engineer and notify the utility owner or their agents of this work 2 working days in advance so that they may be present when the work commences.

#### C.2 Excavation

Remove all paved and unpaved surfaces at locations where the existing utility is being exposed. Saw or remove concrete and asphaltic pavements to the nearest joint. Remove all pavement surfaces in such a way that all existing edges consist of a true line having a perpendicular edge with no unraveling. Maintain drainage at all times in accordance to standard spec 205.3.3. Take precautions, including temporary shoring, in order to prevent any undermining of the existing roadway. Perform work in accordance to all applicable laws, ordinances, rules, regulations, and OSHA standards.

Expose all utility locations within a given location to a minimum depth of 18-inches below the bottom of each utility. Excavate in a manner that protects the integrity of the utilities and prevents any damage to wrappings or protective coatings such as by any mechanical method or hand digging. Notify the utility owner promptly if damage or interruption of service occurs. Repair all damage caused to such utilities resulting from negligence or carelessness on the part of the contractor's operation at contractor expense.

Take all lateral and depth measurements in US feet and tenths thereof. Identify horizontal locations of each exposed utility with a coordinate northing and easting referenced to the Wisconsin County Coordinate System (WCCS), Sauk County, NAD 83 (91). Provide vertical elevations for each exposed utility and reference to NAVD 88 (91).

The utility location shall remain exposed and available for visual inspection until the completion of all work in a given location. If the utility shall remain exposed overnight or for prolonged periods of time, protect the location with traffic-rated steel plating, safety barriers, and all necessary traffic control devices that may be required under applicable standards or as directed by the engineer.

### C.3 Backfilling

Upon completion of the utility exposure, restore the location in kind to its original condition. Use granular backfill, conforming to standard spec 209, to backfill the exposed utility locations to the subgrade elevation except for areas located within local streets. All granular material placed to an elevation of 18-inches above each exposed utility shall consist substantially of sand with all particles retained on a 1-inch (25.0 mm) sieve removed. The remaining granular material shall conform to the specifications for backfill

for trench excavation. When exposed utility locations fall within local streets or city right-of-way, use slurry backfill to fill the entire location to the subgrade elevation.

Restore concrete pavement and concrete base course to the depth found in the existing roadway. Replace all locations that fall within live lanes of any roadway or pedestrian traffic with a high early-strength concrete pavement mix design having a depth equivalent to the existing pavement structure unless directed otherwise by the engineer. Locations that are closed to through traffic may use an approved concrete pavement mix conforming to standard spec 501. If directed by the engineer, tie concrete pavement and/or dowel it to the existing pavement according to the standard detail drawing for concrete pavement. All locations requiring asphaltic pavement shall consist of HMA Pavement Type E-1 unless otherwise directed by the engineer. Place the HMA pavement in lifts to a depth as directed by the engineer. Apply tack coat to composite pavement structures and between lifts.

Place base aggregate dense between the subgrade surface and the bottom of the pavement. In grassy areas, place 4-inches of topsoil, sod or seed and mulch, and fertilizer. Alternate restoration methods may be used upon written approval from the engineer.

#### C.4 Documentation

Provide documentation to the engineer and include the coordinates, elevations, and sketches of the utility locations tied to known features in the plans. Each utility shall be referenced to a proposed alignment with a station and offset. The size and/or diameter, composition, and a description of each utility shall be documented and the location of the elevation with respect to each utility noted. Supply digital photographs of the uncovered utility to the engineer in .jpeg format for future reference.

### **D** Measurement

The department will measure Exposing Existing Utility as a unit for each location, acceptably completed. A location may have multiple utilities located within the same exposure area. An exposure area will include all utilities within 6 lateral feet of each other and payment will only be made for one unit regardless of the number of utilities exposed. If the distance from the existing ground elevation, located above the existing utility, to a point 18-inches below the exposed utility is between 0 and 6-feet, the department will measure each location as a single unit of work. If the distance from the existing ground elevation, located above the existing utility, to a point 18-inches below the exposed utility is greater than 6-feet and less than 12 feet, the department will pay for the item as two units of work. Exposures in depth greater than 12-feet are not covered under this item.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.36Exposing Existing UtilityEach

Payment is full compensation for sawing all pavement; for removing all pavement; for furnishing all excavation; for disposing of all materials; for locating all utilities within each respective location; for providing documentation and photographs of utility locations to the engineer; for furnishing all surveying associated with exposing existing utilities; for furnishing all maintenance of the location during construction; for furnishing all traffic control, safety barriers, and steel plating required; for furnishing and placing granular backfill and slurry backfill; and for temporary shoring. All finishing items including, but not limited to, base aggregate dense, concrete pavement, HMA pavement, curb and gutter, and sidewalk located above the subgrade elevation will be paid for using other contract items.

## 51. 35' Flag Pole, Item SPV.0060.28; 30' Flag Pole, Item SPV.0060.37.

## **A** Description

This special provision describes the supplying, delivery, and installation of the variable flag poles to be installed in the Village of Lake Delton's plaza area located at the intersection of STH 12 and USH 12.

#### **B** Materials

Three aluminum flagpoles and accessories shall be installed. One shall be 35 feet high and the other two shall be 30 feet high. Models w322191 and w322197 as manufactured/supplied by the Flag Company, Inc. or approved equal shall be supplied and installed. (<a href="www.flagpolewarehouse.com">www.flagpolewarehouse.com</a>) The flagpoles shall be constructed of seamless 6063-T6 new aluminum with 0.125 min. walls or as required to withstand wind loads. Provide satin finish on pole and all hardware. Poles shall be tapered. Hardware and mount shall include internal halyard, cleat halyard cover with lock, and all required tackle.

Provide two 100% nylon 5 foot by 8 foot flags (one American Flag and one Wisconsin State Flag). Third flag will be supplied by others.

All internal electrical wiring within the flag pole shall be provided down to the base to connected to the electrical service.

#### **C** Construction

Concrete foundation shall conform to standard spec 501. Concrete foundations shall be installed per the plans and manufacturers recommendations. Verify that concrete foundation is ready to receive work.

Coat metal sleeve surfaces below grade and surfaces in contact with dissimilar materials with asphaltic paint.

Install flagpoles, base assemblies, and fittings in accordance to manufacturer's instructions. Electrically ground flagpole installation. Install foundation plate and centering wedges.

Adjust operating devices to that halyard and flag function smoothly. Connect internal electrical wiring for top beacon to the stubbed out electrical wire provided to the flag pole locations by Project 6145-00-74.

#### **D** Measurement

The department will measure Flag Pole 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.0060.28	35' Flag Pole	Each
SPV.0060.37	30' Flag Pole	Each

Payment is full compensation for delivering, furnishing, and installing all materials, including flag poles, nut covers, all hardware, bases, pole wiring/fusing, concrete bases, light fixtures, appurtenances, flags, and fittings necessary to completely install the pole.

## 52. Removing Pavement Markings Water Blasting, Item SPV.0090.01.

## **A Description**

Remove pavement markings using ultra-high pressure water. Remove pavement markings from locations shown on the plans or as the engineer directs.

## **B** (Vacant)

#### **C** Construction

Provide a truck or vehicle mounted ultra high pressure pump and water tank capable of delivering a minimum of 30,000 psi and up to 40,000 psi to waterjet nozzles.

Remove pavement markings through means of water blasting. Do not damage the pavement during removal process.

#### **D** Measurement

The department will measure Removing Pavement Markings Water Blasting by the linear foot of 4-inch wide line, 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	Removing Pavement Markings Water Blasting	LF

Payment for Removing Pavement Markings Water Blasting is full compensation for removal, repairing associated damage, and disposal of residue.

## 53. Concrete Curb and Gutter 24-Inch, Item SPV.0090.02.

## **A Description**

This item shall be in accordance to the pertinent requirements of standard spec 601 and shall conform to the construction detail shown in the plans.

#### **B** Materials

Use materials as described in the construction detail shown in the plans and as described in standard spec 601.

#### C Construction

Perform work in accordance to standard spec 601.

#### **D** Measurement

The department will measure Concrete Curb and Gutter 24-Inch by the linear foot measured along the flow line of the gutter, 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.0090.02	Concrete Curb and Gutter 24-Inch	LF

Payment is full compensation for preparing the foundation; all special construction required at driveway entrances or curb ramps; for providing all materials, including concrete, and expansion joints; and for placing, finishing, protecting, and curing concrete.

## 54. Concrete Curb and Gutter 66-Inch Type A, Item SPV.0090.03.

Construct the concrete curb and gutter in accordance to standard spec 601 and in accordance to the plan details.

## 55. Split Rail Wood Fence Two Rails, Item SPV.0090.04.

### **A** Description

This special provision describes furnishing and installing cedar wood split rail fencing, with two rails, at locations shown on the plans or as designated by the engineer.

#### **B** Materials

All fencing shall be constructed of cedar posts and cedar split rails. The fencing materials shall be as commonly obtained from most landscape contractors.

### **C** Construction

All posts shall be spaced at 10 foot intervals and set in and backfilled with earth and be a set minimum of 30 inches below finished grade. Spacing between rails and between the ground and lowest rail shall be 12 inches.

#### **D** Measurement

The department will measure Split Rail Wood Fence Two Rail in length by linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.04Split Rail Wood Fence Two RailsLF

Payment is full compensation for furnishing and installing fence and posts; and for furnishing all maintenance necessary to keep the fence and posts in satisfactory condition.

# 56. 8-Inch Wide x 4-Inch Thick Concrete Edging, SPV.0090.05; 1-Foot Wide x 4-Inch Thick Concrete Edging, SPV.0090.06.

# **A Description**

This special provision describes the construction of concrete edging for the planter areas in the Village plaza area in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

#### **B** Materials

Conform to standard spec 501. An 8-inch thick base course of <sup>3</sup>/<sub>4</sub>-inch shall be installed and compacted prior to the installation of the concrete edging.

#### **C** Construction

Conform to standard spec 501. Joints shall be tooled as indicated on the plans and expansion joints shall be implemented as needed.

#### **D** Measurement

The department will measure (Inch) Wide x 4-Inch Thick Concrete Edging 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.0090.05	8-Inch Wide X 4-Inch Thick Concrete Edging	LF
SPV.0090.06	1-Foot Wide X 4-Inch Thick Concrete Edging	LF

Payment for Concrete Edging is full compensation for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, sealers, joint and bond breakers, rebar, and retarders), hauling, preparing, placing, curing, and protecting the concrete; jointing and joint materials; for measuring

opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity.

# 57. 1-Inch Copper Water Service, SPV.0090.07; Ductile Iron Water Main 6-Inch, SPV.0090.08; Ductile Iron Water Main 8-Inch, SPV.0090.09; Ductile Iron Water Main 12-Inch, SPV.0090.10.

#### **A Description**

This special provision describes furnishing and installing Ductile Iron Water Main 6-Inch; Ductile Iron Water Main 8-Inch; Ductile Iron Water Main 12-Inch; and 1-Inch Copper Water Service; as shown on the plans and conforming to the requirements in the separate specifications entitled, "Village of Lake Delton Standard Sewer and Water Specifications for WisDOT Let Projects, January 2013", and as hereinafter provided.

# **B** (Vacant)

#### C (Vacant)

#### **D** Measurement

The department will measure 1-Inch Copper Water Service; Ductile Iron Water Main 6-Inch; Ductile Iron Water Main 8-Inch and Ductile Iron Water Main 12-Inch, 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.0090.07	1-Inch Copper Water Service	LF
SPV.0090.08	Ductile Iron Water Main 6-Inch	LF
SPV.0090.09	Ductile Iron Water Main 8-Inch	LF
SPV.0090.10	Ductile Iron Water Main 12-Inch	LF

Payment is full compensation for furnishing all work herein specified in accordance to the Village of Lake Delton's Standard Sanitary Sewer and Water Specifications for WisDOT Let Projects, January 2013.

# 58. Concrete Pavement Joint Layout, Item SPV.0105.01.

## **A Description**

This special provision describes providing a concrete pavement or concrete base joint layout design for intersections 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 for all joint layout designs and marking, acceptably completed under the contract.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.01Concrete Pavement Joint LayoutLS

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.

# 59. Traffic Signals (USH 12 and STH 23), Item SPV.0105.02.

#### A Description

Work under this item shall consist of transporting and installing all department furnished materials for traffic signals, at the intersection of USH 12 and STH 23 in Lake Delton, Wisconsin, in accordance to plans and standard spec 651 and 657.

#### **B** Materials

Department supplied materials listed below may contain notes that shall modify the Standard Detail Drawings or Standard Specifications which pertain to their use.

Mounting hardware, materials and transporting of equipment necessary for the complete installation of department supplied materials, which are not listed as provided by department, shall be paid under the item 658.5069.

Pedestal Base provided by department will include the grounding lug with attachment hardware and (4) 1"X 3" flat washers for mounting to the foundation.

Transformer Base provided by department will include the grounding lug with attachment hardware, (4) 1" X 4" bolts, (4) thin 1" flat washers, (4) 1" lock washers and (4) 1" nuts, (8) thick 1" flat washers to be installed according to labeling in base and the S.D.D.

Standards provided by department will include pole caps, with set screws, and rubber grommets for 1-1/16" cable entrance holes. Contractor shall saw 1-1/16" holes for cable entrance instead of 1-3/8" holes shown on the S.D.D.

Pole Types 3, 4 and 5 provided by department will include pole caps, with set screws, hand hole covers with fasteners and rubber grommets for 1-1/16" cable entrance holes. Contractor shall saw 1-1/16" holes for cable entrance instead of 1-3/8" holes shown on the S.D.D.

Poles Type 9, 10, 11, 12 provided by department will include pole caps, with set screws and hand hole covers with fasteners. Installation of these items are paid under items numbered 657.0100-0999.

Trombone provided by department will include mounting plates and all the necessary stainless steel nuts, bolts and washers.

Monotube Arms 15' to 55' provided by department will include all the necessary nuts, bolts and washers. Installation of these items are paid under items numbered 657.0100-0999.

Luminaire Arms provided by department will include all the necessary nuts, bolts and washers. Installation of monotube luminaire arms items are paid under items numbered 657.0100-0999.

Luminaries provided by department are complete with lamps.

Signal Heads Vertical and provided by department will include LED lamps, back plates, mounting brackets, pinnacle caps, rubber washers, conduit nipples and lock nuts. All parts are packaged separately and assembly is required.

Signal Heads Horizontal provided by department will include LED lamps, back plates, conduit nipples and lock nuts. All parts are packaged separately and assembly is required.

Pedestrian Head provided by department will include LED lamp, polycarbonate mounting brackets, pinnacle caps, rubber washer, conduit nipples and lock nuts. All parts are packaged separately and assembly is required.

Pedestrian Push Button provided by department includes switch and housing. Pedestrian signs to be installed by the department.

Traffic Signal Cabinet to be supplied and installed by department. Contractor to pull field wire to cabinet with sufficient length to allow for termination by others.

Video Detection systems to be supplied and installed by department.

#### **C** Construction

The contractor shall transport department furnished materials, from the Southwest Regional La Crosse Sign Shop, 3550 Mormon Coulee Road, La Crosse, WI, to the project location.

The contractor shall notify Southwest Regional Electricians at (608) 785-9080, and make arrangements for picking up the department furnished materials three working days prior to picking up materials. No materials may be picked up on Fridays.

The contractor can arrange with Southwest Regional Electricians at (608) 785-9080, for delivery of Type 9,10,11,12 poles and associated bolts arms, luminarie arms and base plates, to a location other than the Regional office. This coordination needs to take place at least 50 days prior to the material being need at the job site.

The contractor shall install the LED Modules per manufacturer's instructions into the traffic signal faces.

#### **D** Measurement

The department will measure Traffic Signals (USH 12 and STH 23) as a single lump sum unit of work for each traffic signal, 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.0105.02 Traffic Signals (USH 12 and STH 23) LS

Payment is full compensation for transporting and installing the traffic signal equipment; for furnishing and installing all other items obviously necessary (such as wire nuts, splice kits, and /or connectors, tape, insulating varnish, never seize, etc.) to make the proposed system complete; for meeting or exceeding National Electric Code; for meeting or exceeding Wisconsin's Standard Specifications; for meeting or exceeding any supplemental specifications presented in this plan, from the source of supply to the most remote unit; and for clean-up and waste disposal.

# 60. Plaza Planter, SPV.0105.03.

#### **A Description**

This special provision describes the Plaza Planter as shown on the plans, conforming to the appropriate subsections of the standard specifications, and as hereinafter provided. All work and materials associated with the complete planter and accessories shall be here included. Quantity is 16.

#### **B** Materials

#### **B.1** Precast Planter.

At the location shown on the plans:

1. Freestanding custom curved and straight precast concrete planter. This is a modified version of the "The Wave" planter system in NaturaStone as provided by Custom Design Precast or equal. The only modification is for the ends to be slightly angled so that when they are assembled they form a slight curvature per the drawings.

Supplier Contact Information:

Miller & Associates

PO Box 154

Prairie Du Sac, WI 53578

(608) 643-8105

- 2. Custom colored concrete planter with revealed band panel. Fabricator shall provide shop drawings for approval prior to fabrication.
- 3. Concrete for the planter is architectural colored precast grade. Cement shall be Portland cement conforming to ASTM C-150Types I or III. Integral color shall be mineral oxide conforming to ASTM C-979. These pigments are stable under exposure to sunlight and UV radiation. Aggregates for concrete shall conform to the ASTM C-33 with a maximum size of 3/4 inch. Air entrainments hall be 6-8% as recommended by ACI 318. Minimum strength of 5,000 PSI at 28 days of age as determined by compression testing. All admixtures shall conform to ASTM 494 and 260. Color as selected by Owner from 9 standard colors. Provide samples.
- 4. Planter shall have reinforcing; reinforcing shall be installed per the manufacturer's recommendations. All reinforcing steel shall be deformed type bars. All bars shall conform to ASTM A615, Grade 60. All ties and stirrups shall conform to the requirements of ASTM A615, Grade 60. See Section 505.
- 5. A 2-year limited warranty from the date of purchase if the products fail to perform due to manufacturing defect.
- 6. Fill with pea gravel and topsoil as indicated on the drawings.
- 7. Concrete Stain (only at the top narrow horizontal revealed band)
  - i. Color after installation where possible with a 100% acrylic concrete Stain. When coloring the band column after installation in not possible due to weather, the concrete elements may be pre-stained at the manufacturer's facility.
  - ii. The color of the band shall be Sherwin-Williams H & C Concrete Sealer either Solvent-Based or Water Based Black (HC108).

Contact Information:

Sherwin-Williams

(800) 4-SHERWIN

www.sherwin-williams.com

#### C Construction.

#### C.1 Concrete Foundation

1. Install per the drawings.

#### **C.2 Precast Planter**

1. The planter shall be set plumb and level on the concrete sidewalk. Plastic or other non-organic shims may be used where necessary to ensure that each planter abuts the adjacent planter and is square and level.

- 2. When the planter arrives on site, they shall be inspected at the time of delivery for acceptance by the contractor. Then the components shall be inspected again prior to installation. Any components determined to be defective, damage, etc. will be rejected and returned to the manufacturer for a new piece to be made and resent to the project site, at no additional cost.
- 3. Offload, handle and install per manufacturers recommendations.

#### **D** Measurement

The department will measure Plaza Planter as a single lump sum unit of work for planter, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.03Plaza PlanterLS

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the above contract work.

# 61. Precast Concrete Sign, SPV.0105.04.

## **A Description**

This special provision describes Precast Concrete Sign as shown on the plans, conforming to the appropriate subsections of the standard specifications, and as hereinafter provided. All work and materials associated with the complete sign and accessories shall be here included.

#### B Materials.

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

- 1. Excavate for the Footings and foundation wall.
- 3. Concrete for the footings and foundation wall shall be constructed from normal weight concrete having sand and gravel or crushed stone aggregates mixed with ASTM-C150 Type I or Type III. See Section 501. Concrete shall have minimum compression strength of 4,000 psi at 28 days. Water used for concrete shall be clean water and free from injurious amounts of oils, alkalis, organic, or other deleterious substances. All concrete shall contain an air-entraining admixture resulting in 5% (+/-1%) entrained air.
- 4. All reinforcing steel shall be deformed type bars. All bars shall conform to ASTM A615, Grade 60. See Section 505. The connection between the footing and column shall be made by two 6-foot long No. 4 (minimum) imbedded in the center of each footings. Three feet shall be imbedded into the footing leaving 3-feet exposed to then protrude through the center of each column. Each column shall be cast with a hollow center. The reinforcing steel configuration shall be the manufacturer's recommendation.
- 5. The foundation and footing are curved per the drawings but may be formed in 4' straight segments if desired.

#### **B.2** Precast Sign.

At the location shown on the plans:

1. Curved precast concrete sign as provided by Custom Design Precast or equal. Supplier Contact Information:

Miller & Associates

PO Box 154

Prairie Du Sac, WI 53578

(608) 643-8105

- 2. Custom radius colored concrete sign with revealed panel and sand blasted letters in fonts and lay-out indicated on drawings. Fabricator shall provide shop drawings for approval prior to fabrication.
- 4. Concrete for the planter is architectural colored precast grade. Cement shall be Portland cement conforming to ASTM C-150Types I or III. Integral color shall be mineral oxide conforming to ASTM C-979. These pigments are stable under exposure to sunlight and UV radiation. Aggregates for concrete shall conform to the ASTM C-33 with a maximum size of 3/4 inch. Air entrainments hall be 6-8% as recommended by ACI 318. Minimum strength of 5,000 PSI at 28 days of age as determined by compression testing. All admixtures shall conform to ASTM 494 and 260. Color as selected by Owner from 9 standard colors. Provide samples.
- 5. Sign shall have reinforcing; reinforcing shall be installed per the manufacturer's recommendations. All reinforcing steel shall be deformed type bars. All bars shall conform to ASTM A615, Grade 60. All ties and stirrups shall conform to the requirements of ASTM A615, Grade 60. See standard spec 505.
- 6. Manufacturer's Warranty: two-year limited warranty from the date of purchase if the products fail to perform due to manufacturing defect.
- 7. Provided sign to foundation connection system with all needed components for a complete assembly including provisions to protect from corrosion.
- 8. Sealant at slab to foundation joints shall be Self-Leveling Polyurethane Sealant:
  - a) Sonneborn Sonolastic SL 1, Tremco THC-900, or Vulkem 45.
  - b) The color shall match stain concrete color.

#### **C** Construction

#### **C.1 Concrete Foundation**

1. Install per the drawings.

#### C.2 Precast Sign

- 1. The sign shall be plumb and level on the foundation over the protruding reinforcement. Plastic or other non-organic shims may be used where necessary to ensure that the sign is square and level.
- 2. When the sign arrives on site, they shall be inspected at the time of delivery for acceptance by the contractor. Then the components shall be inspected again prior to installation. Any components determined to be defective, damage, etc. will be rejected and returned to the manufacturer for a new piece to be made and resent to the project site, at no additional cost.
- 3. Offload, handle and install per manufacturers recommendations.

#### **D** Measurement

The department will measure Precast Concrete Sign as a single lump sum unit of work for sign, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.04Precast Concrete SignLS

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the above contract work.

# 62. Plaza Electrical Connection, SPV.0105.05.

#### **A Description**

This work includes providing all wiring necessary to make the connection and provide power to the proposed lighting at the Plaza area in accordance to the plans, requirements as hereinafter provided, and standard specifications. The connection shall be made at the existing meter location as shown on the plans.

#### **B** Materials

Provide a circuit rated time clock by Paragon Electrical Products Model 4013-00P or approved equal and photo cell control sensor by Intermatic K1121 or approved equal. Shop drawings shall be submitted if an equal for either is proposed. Provide one 20/IP CB at the control panel.

#### C Construction

Install circuit rated time clock and photo-cell wired in series to control lamps. Install the 20/IP CB in LP-1 control panel.

#### **D** Measurement

The department will measure Plaza Electrical Connection a lump sum unit of work for electrical connection, acceptably completed.

#### E. Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.00105.05Plaza Electrical ConnectionEach

Payment is full compensation for furnishing, delivering, and installing all materials for the above listed work

# 63. Concrete Sidewalk 5-Inch Colored, SPV.0165.01.

#### **A Description**

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

#### **B** Materials

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

Conform to standard spec 501 and as follows:

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

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

Add integral concrete colorant according to manufacturer's instructions.

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

All colored concrete shall match all existing adjacent WisDOT improved roadways in the village.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C** Construction

Construct colored concrete in accordance to standard spec 415 and standard spec 716 for QMP Ancillary Concrete and as herein provided.

#### C.1 Placement

Produce colored concrete in full cubic yard increments.

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

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

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

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

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

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

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

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

#### **D** Measurement

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

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0165.01 Concrete Sidewalk 5-inch Colored SF

Payment for Concrete Sidewalk 5-inch Colored is full compensation for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for furnishing all removal of colored concrete.

# 64. Colored Concrete Crosswalks, SPV.0165.02.

#### **A Description**

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

#### **B** Materials

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

Conform to standard spec 501 and as follows:

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

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

Add integral concrete colorant according to manufacturer's instructions.

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

All colored concrete shall match all existing adjacent WisDOT improved roadways in the Village.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C** Construction

Construct colored concrete in accordance to standard spec 415 and standard spec 716 for QMP Ancillary Concrete and as herein provided.

#### C.1 Placement

Produce colored concrete in full cubic yard increments.

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

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

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

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

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

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

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

#### **D** Measurement

The department will measure Colored Concrete Crosswalks by the square foot of surface area, acceptably completed.

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Colored Concrete Crosswalks	SF

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

# 65. Concrete Sidewalk 5-Inch Stamped and Colored, SPV.0165.03.

#### **A Description**

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

#### **B** Materials

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

Conform to standard spec 501 and as follows:

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

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

Add integral concrete colorant according to manufacturer's instructions.

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

All stamped and colored concrete shall match all existing adjacent WisDOT improved roadways in the village.

The stamps shall be Brickform FM-5200, Basketweave Used Brick. Pattern shall match STH 23's raised colored stamped median.

The liquid release agent is RA-100, Dark Gray Antique Release Agent from Brickform. Median shall match the look of STH's 23 raised colored stamped median.

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

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

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

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

# **B.4 Mix Approval**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C** Construction

Construct colored concrete in accordance to standard spec 602 and the standard spec 716 for QMP Ancillary Concrete and as herein provided.

#### C.1 Placement

Produce colored concrete in full cubic yard increments.

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

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

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

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

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

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

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

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

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

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

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

#### **D** Measurement

The department will measure Concrete Sidewalk 5-Inch Stamped and Colored by the square foot of surface area, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0165.03 Concrete Sidewalk 5-Inch Stamped and Colored SF

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

# 66. Colored Stamped Concrete Raised Median, SPV.0165.04.

#### **A Description**

This work shall consist of constructing colored stamped concrete raised median, in accordance to standard spec 602, as shown on the plans, and hereinafter provided. The entire raised median shall be colored concrete with the exposed horizontal face receiving decorative stamping.

#### **B** Materials

Concrete shall conform to the requirements of standard spec 602.2.

#### **B.1 Colored Concrete For Raised Median**

Conform to standard spec 501 and as follows:

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

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

Add integral concrete colorant according to manufacturer's instructions.

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

All colored concrete shall match all existing adjacent WisDOT improved roadways in the Village.

The stamps shall be Brickform FM-5200, Basketweave Used Brick. Pattern shall match STH 23's raised colored stamped median.

The liquid release agent is RA-100, Dark Gray Antique Release Agent from Brickform. Median shall match the look of STH's 23 raised colored stamped median.

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

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

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

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

# **B.4** Mix Approval

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

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

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

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

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

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

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

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

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

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

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

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

#### **C** Construction

Construct colored concrete in accordance to standard spec 415 and standard spec 716 for QMP Ancillary Concrete and as herein provided.

#### C.1 Placement

Produce colored concrete in full cubic yard increments.

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

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

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

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

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

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

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

#### **D** Measurement

The department will measure Colored Stamped Concrete Raised Median in square feet 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 NUMBERDESCRIPTIONUNITSPV.0165.04Colored Stamped Concrete Raised MedianSF

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

# 67. Rigid Insulation, SPV.0165.05.

#### A Description

This special provision describes furnishing and installing rigid insulation in accordance to the Village of Lake Delton's Standard Sewer and Water Specifications for WisDOT Let Projects, January 2013.

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

#### C (Vacant)

#### **D** Measurement

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

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.05Rigid InsulationSF

Payment is full compensation for furnishing all work herein specified in accordance to the Village of Lake Delton's Standard Sewer and Water Specifications for WisDOT Let Projects, January 2013.

# 68. Weed Barrier, Item SPV.0165.06.

#### **A Description**

This special provision describes the supplying, delivery, and installation of a weed barrier to placed in all the areas indicated on the plans for the Village of Lake Delton's Plaza area.

#### **B** Materials

The weed barrier shall conform to standard spec 632.2.14.

#### **C** Construction

The weed barrier shall be installed per standard spec 632.3.17.

#### **D** Measurement

The department will measure Weed Barrier by the square yard that is installed and is acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.06Weed BarrierSF

Payment is full compensation for delivering, furnishing, and installing all materials, necessary to completely install the weed barrier.

# 69. Geogrid Reinforcement, Item SPV.0180.01.

#### **A Description**

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

#### **B** Materials

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

Provide geogrid that complies with the following physical properties:

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

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

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

#### where

- n = the number of individual layers in the joined multi-layered geogrid,
- *t* = the tensile strength of a single layer of geogrid as determined using testing method ASTM D4595, and
- f = reduction factor based on the number of layers comprising the multi-layered system and determined by the equation f=1.00 [0.04(n-1)].

Values shall be determined by Option "A" (Cantilever Test) of testing method ASTM D1388 using test specimens that are 36 inches \_0.04 inch long. Test specimen widths for differing geogrids shall be variable and equal to 1 element plus ½ the aperture width on both sides of that element. An element is defined as the minimum number of parallel strands that form a distinguishable repeating pattern.

Aperture Area and Aperture Dimension for joined multi-layer geogrids shall be determined based on measurement of a single layer of the geogrid.

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

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

#### **C** Construction

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

Place the geogrid on the prepared surface at the locations and to the limits as shown on the plans. After placement, pull the geogrid taut and secure it using pins, clips, staples, or other devices to prevent movement or displacement. Place parallel strips of geogrid with a minimum overlap of 24 inches. Lap butt joints between roll ends a minimum of 12 inches. Fasten all lapped sections together by using ties, straps, clips, or other devices to develop a secure joint that meets the approval of the engineer. No vehicles or construction equipment shall be permitted to operate directly on the geogrid.

Cover small rips, tears, or defects in the geogrid with an additional section of geogrid; secure the additional geogrid in place so that it overlaps the damaged area by at least 3 feet in all directions. Remove and replace geogrid sections with large rips, tears, defects, or other damage at the direction of the engineer. All costs to repair or replace damaged or defective geogrid shall be the responsibility of the contractor.

After placement, cover the geogrid to the indicated depth with the type of material required on the plans or in the special provisions. Placing, spreading, and compacting of this material shall comply with the applicable sections of the standard specifications or special provisions except that the initial lift of material placed on the geogrid must be at least 4 inches. Place, spread, and compact the required backfill material so that the geogrid is not displaced or damaged. The engineer may require changes in equipment and/or operations to prevent such damage or displacement.

#### **D** Measurement

The department will measure Geogrid Reinforcement by the square yard, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.01Geogrid ReinforcementSY

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

# ADDITIONAL SPECIAL PROVISION 1 (ASP 1) FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including "pipeline" activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

*TrANS* is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor's needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

#### I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
  - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
  - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that \_\_\_\_\_4\_\_ (number) TrANS Graduate(s) be utilized on this contract.
- 2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

<u>Eligibility and Duration:</u> To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>2</u> (number) TrANS Apprentice(s) be utilized on this contract.

- The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

#### I. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities. Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

<u>NOTE</u>: Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.

#### II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

# IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

# V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical 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. <u>Document</u> all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - 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. <a href="https://www.bidx.com/wi/main">https://www.bidx.com/wi/main</a>. 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. <u>Evaluate DBE quotes</u> 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
- 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.
    - 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

#### 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

#### GFW SAMPLE MEMORANDUM

TO: DBE FIRMS

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

LET DATE & TIME

**DATE:** MONTH DAY YEAR

CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month-date-year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at 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. <u>Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.</u> We prefer quotes be sent via SBN but prime's 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 <a href="http://roadwaystandards.dot.wi.gov/hcci/">http://roadwaystandards.dot.wi.gov/hcci/</a>

All questions should be directed to:

Project Manager, John Doe, Phone: (000) 123-4567

Email: 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 p ☐ No, we are not interested in quo ☐ Please take our name off your n ☐ We have questions about quotin	oting on the nonthly DBl ng this lettin	letting or it E contact li	es items refer st	ne contact m	ne at this nur		
Prime Contractor 's Contact Perso	n	_		DBE Co	ontractor Co	ntact Person	
TNI			TO!				
Phone:		_	Phone				
Fax:Email:		_	Fax Email				
Eman:		_	Eman				
Please circle t	he jobs and	l items you	ı will be qu	oting belov	w		
Proposal No.	1	2	3	4	5	6	7
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  We prefer quotes be sent via SBN but pr  If there are further questions please direct the	ime's prefe	rred altern	ative's are	acceptable			

# 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
- P 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

- 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;
- 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

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#### ADDITIONAL SPECIAL PROVISION 4

#### **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting the reasons for withholding payment.

The prime contractor may also withhold retainage from payments due subcontractors. Reduce the total amount retained from all first-tier subcontractors to no more than the department retains within 10 calendar days of the department releasing retainage.

#### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment and release of retainage rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

#### **ADDITIONAL SPECIAL PROVISION 6**

#### ASP 6 - Modifications to the standard specifications

Make the following revisions to the 2013 edition of the standard specifications:

#### 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.
  - 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 C150, 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
[1] 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<sub>b</sub> 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:

SPECIES		WESTERN HEMLOCK, HEM-FIR, RED PINE, WHITE PINE, JACK PINE, PONDEROSA PINE		OAK		
M	IAXIMUN	I SLOPE OF GRAIN	1 in	15	1 in 12	
1	IANIMON	_ WIDTH OF FACE	6"	8"	6"	8"
	KES,	GREEN	1"	1 3/8"	2 3/8"	3 1/8"
	(S, AND LITS	SEASONED	1 1/2"	2"	2 5/8"	3 1/2"
	MAX	(IMUM WANE	1"	1" 1 3/8" 1 1/8"		1 5/8"
	>	MIDDLE 1/3 OF LENGTH	1 3/8"	1 5/8"	2 1/8"	2 3/8"
MAXIMUM ALLOWABLE KNOTS WIDE NARROW FACE FACE	END <sup>[1]</sup>	2 3/4"	3 1/4"	4 1/4"	4 3/4"	
	SUM IN MIDDLE 1/2 OF LENGTH <sup>[2]</sup>	11"	13"	17"	19	
TOW/		EDGE KNOT N MIDDLE 1/3 OF LENGTH	1 3/8"	1 5/8"		
KIMUM AL WIDE FACE	EDGE KNOT AT END <sup>[1]</sup>	2 3/4" 7	3 1/4"			
MAXIM	WI	CENTERLINE	1 3/8"	1 7/8"	2 1/4"	2 7/8"
2	SUM IN MIDDLE 1/2 OF LENGTH	5 1/2"	7 1/2"	9"	11 1/2"	

TABLE 614-1 PROPERTIES FOR WOOD POSTS AND BLOCKS

#### 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 AWPA 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.

<sup>[1]</sup> But do not exceed the maximum allowable knot on the centerline of the wide face of the same piece.

<sup>&</sup>lt;sup>[2]</sup> But do not exceed 4 times the maximum allowable knot on the centerline of the wide face of the same piece.

<sup>(5)</sup> 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.

#### 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.

#### 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.

#### **Errata**

Make the following corrections to the 2013 edition of the standard specifications:

#### **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

#### 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	
Toggle washer	
Spacer nutG	Frade 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**

<u>Correct errata by updating AASHTO T141 to AASHTO R60 and changing AASHTO T309 to ASTM C1064.</u>

(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

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

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### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-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 nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. 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 federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

- 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:
- 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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:**

_County_	<u>%</u>	_County_	<u>%</u>	_County_	<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 2013**

#### ADDITIONAL FEDERAL-AID PROVISIONS

### NOTICE TO ALL BIDDERS

To report bid rigging activities call:

#### 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

### 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 contacts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in 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 SAUK COUNTY

Compiled by the State of Wisconsin - Department of Workforce Development for the Department of Transportation Pursuant to s. 103.50. Stats. Issued on May 1, 2013

**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.

Wage rates may be available for some of the classifications indicated below. Any employer that SUBJOURNEY: 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.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
THADE ON COOCIATION	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher	32.09	16.13	48.22
Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic range Day, Independence Day, Labor Day, Thanksgiving Day & Christmas			
Department of Transportation or responsible governing agency requi			
artificial illumination with traffic control and the work is completed after			
Electrician	32.55	19.31	51.86
Fence Erector	28.00	4.50	32.50
Ironworker	30.90	19.11	50.01
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	26.65	13.10	39.75
Pavement Marking Operator	26.65	15.63	42.28
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	18.75	4.50	23.25
Teledata Technician or Installer	18.00	6.53	24.53
Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ON	ILY 33.35	14.21	47.56
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	Y 35.50	15.09	50.59
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

SAUK COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	<u> </u>	 \$	<u> </u>
TRUCK DRIVERS			
Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate Independence Day, Labor Day, Thanksgiving Day & Christmas Day		17.13 ar's Day, Memor	40.44 ial Day,
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): 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 basi Day, Independence Day, Labor Day, Thanksgiving Day & Christma See DOT's website for details about the applicability of this night white://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index.	27.77 c rate on Sunday, Nev as Day. 2) Add \$1.25/l work premium at:		
Pavement Marking Vehicle	23.84	14.91	38.75
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	22.50	16.19	38.69
LABORERS			
General Laborer Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1 Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator o operated), chain saw operator and demolition burning torch labore and luteman), formsetter (curb, sidewalk and pavement) and strik powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and g DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sund Independence Day, Labor Day, Thanksgiving Day & Christmas Da involving temporary traffic control setup, for lane and shoulder clo conditions is necessary as required by the project provisions (inclusive time period).	r tamper operator (meer; Add \$.15/hr for bitue off man; Add \$.20/higrade specialist; Add \$ay, New Year's Day, Nay. 2) Add \$1.25/hr for sures, when work und	minous worker ( r for blaster and 6.45/hr for pipela lemorial Day, work on projects ler artificial illumi	yer. S nation
Asbestos Abatement Worker	27.56	12.55	40.11
Landscaper Future Increase(s): 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 basi Day, Independence Day, Labor Day, Thanksgiving Day & Christma involving temporary traffic control setup, for lane and shoulder clo conditions is necessary as required by the project provisions (inclusive time period).	c rate on Sunday, Nev as Day. 2) Add \$1.25/l sures, when work und	nr for work on pro ler artificial illumi	ojects nation
Flagperson or Traffic Control Person Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basi Day, Independence Day, Labor Day, Thanksgiving Day & Christman Department of Transportation or responsible governing agency re artificial illumination with traffic control and the work is completed	c rate on Sunday, Nev as Day. 2) Add \$1.25/l quires that work be pe	nr when the Wisc erformed at night	consin
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
Railroad Track Laborer	20.25	6.81	27.06

SAUK COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL \$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower 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 Li Crane With Boom Dollies; Traveling Crane (Bridge Type).  Future Increase(s): 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 rand Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, See DOT's website for details about the applicability of this night works.	or 0 bs., te on Sunday, Nev 0ay. 2) Add \$1.25/l		
http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sht Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. of Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower 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., & Unde Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rat Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sht	or 34.72 r or r; te on Sunday, Nev Day. 2) Add \$1.25/l c premium at:		
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screautomatic 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, Vlbratory/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 & Gutt 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, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grc 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 R Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Wince & A- Frames.  Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	34.22 ed; Tub but b; Rig;	19.90	54.12

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	<b>\$</b>	\$
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic reday, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.sh	Day. 2) Add \$1.25 rk premium at:		
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concret Finishing Machine (Road Type); Environmental Burner; Farm or Industrict Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Perform Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on 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; Shoulderin Machine; Skid Steer Loader (With or Without Attachments); Telehandler Tining or Curing Machine.  Future Increase(s): 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 report Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT's website for details about the applicability of this night wor http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	ial ming Jeep n the ng r; ate on Sunday, No Day. 2) Add \$1.25 rk premium at:		
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jackin System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surg 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 Mach Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or V 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 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic red Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	ge Nell ate on Sunday, No Day. 2) Add \$1.25 rk premium at:		
Fiber Optic Cable Equipment.	25.74	15.85	41.59

#### SUPERSEDES DECISION WI20070010 U. S. DEPARTMENT OF LABOR (DAVIS-BACON ACT, MINIMUM WAGE RATES)

Truck Drivers:

Three or More Axles: Euclids, Dumptor &

STATE: Wisconsin

DECISION NUMBER: W1080010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

Basic Hourly Fringe LABORERS CLASSIFICATION: Rates 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); Group 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Group 3: Bituminous Worker (Raker and Luteman); Formsetter 

DATE: February 1, 2013

Fringe

Benefits

Basic Hourly

Rates

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

32.26	16.80
30.48	15.80
30.98	
31.25	19.48
31.52	16.30
	See Page 3
	-
38.25	18.00
34.43	16.71
30.60	15.41
26.78	14.11
21.04	
24.50	16.27
25.50	16.27
16.52	3.70
	30.48

Sauk County

# 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

POWER E	QUIPMENT OPERATORS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		REQUIPMENT OPERATORS FICATION: (Continued)	Basic Hourly Rates	Fringe <u>Benefits</u>	
·	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	rubi end tren boo (me perd	craper, dozer, pusher, loader); scraper - ober tired (single or twin engine); dloader hydraulic backhoe (tractor-type); nching machine; skid rigs; tractor, side om (heavy); drilling or boring machine techanical heavy); roller (over 5 tons); rcussion or rotary drilling machine; air tock; blaster; loading machine (conveyor);			
·	Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or			tug dri v	gger; boatmen; winches and A-frames; post ver; material hoist operator	\$34.22		\$19.65
	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			rolli trac ligh self spre	easer, roller steel (5 tons or less);  ler (pneumatic tired) - self-propelled;  ctor (mounted or towed compactors and  ht equipment); shouldering machine;  f-propelled chip spreader; concrete  reader; finishing machine; mechanical  at; curing machine; power subgrader;			
	operator, dredge engineer	\$34.72	\$19.65	join mad	an, saming flacing, policy blade) belting archine; burlap machine; texturing archine; tractor, endloader (rubber			
	equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete			mul	ed) - light; jeep digger; fork lift; ulcher; launch operator; fireman; vironmental burner	\$33.96		\$19.65
	sheare, concrete base so text, concrete shipform 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			han leac curl pori ope scre auto	r compressor; power pack; vibratory mmer and extractor; heavy equipment, adman; tank car heaters; stump chipper; rb machine operator; concrete pro- rtioning plants generators; mudjack erator; rock breaker; crusher or reening plant; screed (milling machine); tomatic belt conveyor and surge bin; g mill operator; oiler; pump (over 3 inches);			
	mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine;			dril	Iling machine helperf – road material hauler with or without ejector			\$19.65 \$19.65
	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			Premium Pay: EPA Level "A" EPA Level "B"	,	,		, :

DATE: February 1, 2013

#### SUPERSEDES DECISION WI20070010 U. S. DEPARTMENT OF LABOR (DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

Area3-

DECISION NUMBER: W1080010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON and WASHBURN COUNTIES

FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)

LABORERS CLASSIFICATION:	Rates	<u>Benefits</u>		• •
			Area4-	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke
Electricians				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
	\$27.80	16.52		Hutchins) COUNTIES.
Area 2:	\$27.00	16.52		nuicilins) Counties.
Area 2: Electricians	29.13	17.92	Area5-	ADAMS CLARK (Calby Fromont Lynn Manilla Charman Charward Unity) FOREST
Area 3:	29.13	17.92	Aleas-	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of
Electrical contracts under \$130.000	26.24	16.85		Wausaukee). MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto
Electrical contracts order \$130,000	-	16.97		County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and
		17.24		Hutchins), VILAS AND WOOD COUNTIES
	28.61	16.60		HUICHINS), VILAS AND WOOD COONTIES
			A roo 6	KENOSHA COUNTY
Area 6	35.25	19.30	Area6-	KENOSHA COUNTY
Area8			A roo 0	DODGE (Famet Tourship colu) CDEEN JEFFEDSON LAFAVETTE DACINE (Durlington
Electricians	30.00	17.76	Area8-	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				township), ROCK and WALWORTH COUNTIES
Electricians	32.94	18.71	A roo 0	COLLIMBIA DANE DODGE (green west of Liver 26 greent Charter 8 Empet Tourschipe)
Area 10	28.97	19.55	Area9-	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE
Area 11	31.27	23.12		(except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 12	32.87	19.23		(except townships of Neshkoka, Crystal Lake, Newton and Springreid), and SAOK COON HES
Area 13	32.20	21.64	A === 40	CALLIMET (Taumahin of Navi Halatain) DODGE (Foot of Liver OC instrution Chapter
			Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester
Teledata System Installer				Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 14			A 44	DOLLOL A C COLINTY
Installer/Technician	21.89	11.83	Area 11 -	DOUGLAS COUNTY
			A === 40	DACINE (accept Development acceptable) COUNTY
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15			A === 40	MILLANALIKEE OZALIKEE MAACHINICTON
Installer	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician	24.75	16.04	. 14	0
			Area 14 -	Statewide.
Area 1 - CALUMET (except township of New Holstein), GF	REEN LAKE		. 15	DODGE (E. CH. AC. L.E. CL. C. T. L.E. CT. ) FOND DILLIAG
(N. part, including Townships of Berlin, St. Marie			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC
MARQUETTE (N. part, including Townships of C	rystal Lake, Neshk	oro, Newton &		(Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON,
Springfield), OUTAGAMIE, WAUPACA, WAUSH				AND WAUKESHA COUNTIES.
A O A CHILAND DADDON DAVELE D DUETALO E	NUDNETT CHIDE	N=\ A / A		
Area 2 - ASHLAND, BARRON, BAYFIELD, BUFFALO, E	,	ŒVVA,		
CLARK (except Mayville, Colby, Unity, Sherman,		-		
Lynn and Sherwood), CRAWFORD, DUNN, EAU				
IRON, JACKSON, LA CROSSE, MONROE, PEPI	N, MERCE, POLK	λ,		

DATE: February 1, 2013

#### 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 omision 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.

Page 1 of 1

# Wisconsin Department of Transportation PAGE: 1 DATE: 04/05/13

SCHEDULE OF ITEMS REVISED:

CONTRA	ACTOR :			
LINE NO	ITEM   DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
	 	AND UNITS	DOLLARS   CTS	DOLLARS CTS
SECTIO	ON 0001 CONTRACT ITEMS			
0010	201.0105 CLEARING   	   6.000  STA		     
0020	201.0205 GRUBBING   	   8.000  STA	       .	       .
	202.0105 ROADSIDE  CLEARING 	   3.000  STA	   	     .
	204.0100 REMOVING  PAVEMENT 	   12,745.000  SY		   
	204.0150 REMOVING CURB  GUTTER 	&     675.000  LF		     .
	204.0155 REMOVING  CONCRETE SIDEWALK 	   2,510.000  SY	   	     .
	204.0195 REMOVING  CONCRETE BASES	   7.000  EACH	   	
	204.0210 REMOVING  MANHOLES 	   1.000  EACH	   	
0090	204.0220 REMOVING INLE   	FS   20.000		
0100	204.0245 REMOVING STOR  SEWER (SIZE) 01. 8-IN 	74   CH   10.000  LF	     	       .

### Wisconsin Department of Transportation PAGE: 2 DATE: 04/05/13

#### SCHEDULE OF ITEMS

REVISED:

LINE	!	! ! !		UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION 	1	QUANTITY  -   AND UNITS  :		. !	DOLLARS CT	
0110	204.0245 REMOVING STORM  SEWER (SIZE) 02.  10-INCH	      LF	20.000				
	204.0245 REMOVING STORM  SEWER (SIZE) 03.  12-INCH	      LF	425.000  				
	204.0245 REMOVING STORM  SEWER (SIZE) 04.  15-INCH	      LF	20.000				
	204.0245 REMOVING STORM  SEWER (SIZE) 05.  18-INCH	      LF	1,283.000				
0150	204.0291.S ABANDONING  SEWER 	    CY	2.000				
	205.0100 EXCAVATION  COMMON	    CY	13,920.000				
	205.0501.S EXCAVATION, HAULING, AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	    TON	100.000				
0180	213.0100 FINISHING  ROADWAY (PROJECT) 01.  6145-00-73	      EACH					
	213.0100 FINISHING  ROADWAY (PROJECT) 02.  6145-00-74	      EACH					
0200	305.0110 BASE AGGREGATE  DENSE 3/4-INCH	      TON	420.000    420.000				

# Wisconsin Department of Transportation PAGE: 3 DATE: 04/05/13

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE	I	APPROX.	UNIT PRICE	
NO	DESCRIPTION	201111111		DOLLARS CTS
	305.0120 BASE AGGREGATE  DENSE 1 1/4-INCH 	   11,962.000  TON		
0220	312.0110 SELECT CRUSHED  MATERIAL 	   4,888.000  TON	- -	
	320.0135 CONCRETE BASE  7-INCH 	   160.000  SY		   
	415.0095 CONCRETE  PAVEMENT 9 1/2-INCH 	   14,500.000  SY	-   	   
	415.0210 CONCRETE  PAVEMENT GAPS 	7.000 EACH		
	415.1150.S CONCRETE  PAVEMENT FAST TRACK  (INCH) 01. 9 1/2-INCH	   460.000  SY		
0270	416.0270 CONCRETE  DRIVEWAY HES 7-INCH 	1,047.000  SY		
	416.0610 DRILLED TIE  BARS 	   145.000  EACH		
	416.0620 DRILLED DOWEL  BARS	   56.000  EACH		
	440.4410.S INCENTIVE IRI  RIDE 	   11,850.000  DOL	1.00000	11850.00
	455.0120 ASPHALTIC  MATERIAL PG64-28 	   17.000  TON		

# Wisconsin Department of Transportation PAGE: 4 DATE: 04/05/13

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE	I	APPROX.	UNIT PRICE	
NO	DESCRIPTION	QUANTITY AND UNITS	l l	DOLLARS CTS
0320	455.0605 TACK COAT 	   50.000   GAL		
	460.1101 HMA PAVEMENT  TYPE E-1 	   160.000   TON	.	
	460.1110 HMA PAVEMENT  TYPE E-10 	   82.000  TON		
	460.2000 INCENTIVE  DENSITY HMA PAVEMENT 	3,150.000 DOL	1.00000	3150.00
0360	465.0120 ASPHALTIC  SURFACE DRIVEWAYS AND  FIELD ENTRANCES	   246.000  TON	-	
0370	465.0125 ASPHALTIC  SURFACE TEMPORARY	   860.000   TON		
0380	465.0310 ASPHALTIC CURB			
0390	513.2050.S RAILING PIPE	   8.000   LF		
	520.8000 CONCRETE  COLLARS FOR PIPE	2.000   EACH		
	532.0200.S WALL MODULAR BLOCK GRAVITY			
	601.0405 CONCRETE CURB &  GUTTER 18-INCH TYPE A	805.000   LF		

### Wisconsin Department of Transportation PAGE: 5 DATE: 04/05/13

SCHEDULE OF ITEMS REVISED:

CONTRA	ACTOR :			
LINE NO	!	APPROX.   QUANTITY	UNIT PRICE	İ
	 	AND UNITS	DOLLARS   CTS	DOLLARS CTS
	601.0409 CONCRETE CURB &  GUTTER 30-INCH TYPE A 	   1,879.000  LF		     .
	601.0411 CONCRETE CURB &  GUTTER 30-INCH TYPE D 	   94.000  LF		
	602.0410 CONCRETE  SIDEWALK 5-INCH 	27,425.000	   	
0460	602.0505 CURB RAMP  DETECTABLE WARNING FIELD  YELLOW	   184.000  SF	     	     
0470	602.1500 CONCRETE STEPS   	   180.000  SF	     	   
	607.5000 STORM SEWER  ROCK EXCAVATION 	500.000 CY	     	
	608.0412 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 12-INCH	773.400		
	608.0415 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 15-INCH	   190.100  LF		
	608.0418 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 18-INCH	   218.500  LF	     	     
0520	608.0424 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 24-INCH	   396.300  LF		

# Wisconsin Department of Transportation PAGE: 6 DATE: 04/05/13

#### SCHEDULE OF ITEMS

REVISED:

LINE NO	!	APPROX. QUANTITY	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	AND UNITS		DOLLARS CTS
0530	608.0430 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 30-INCH	   136.300  LF		
0540	608.0436 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 36-INCH	   398.800  LF		
	610.0424 STORM SEWER  PIPE REINFORCED CONCRETE  HORIZONTAL ELLIPTICAL  CLASS HE-IV 24X38-INCH	   443.800  LF	       	
	610.0429 STORM SEWER  PIPE REINFORCED CONCRETE  HORIZONTAL ELLIPTICAL  CLASS HE-IV 29X45-INCH	   47.400  LF	     	
	611.0530 MANHOLE COVERS  TYPE J 	   13.000  EACH	   	
	611.0639 INLET COVERS  TYPE H-S 	   28.000  EACH		
	611.0645 INLET COVERS  TYPE MS-A 	   1.000  EACH		
	611.0651 INLET COVERS  TYPE S 	   3.000  EACH		
	611.0666 INLET COVERS  TYPE Z 	   5.000  EACH	   	
	611.1003 CATCH BASINS  3-FT DIAMETER 	   7.000  EACH	       .	   

### Wisconsin Department of Transportation PAGE: 7 DATE: 04/05/13

SCHEDULE OF ITEMS REVISED:

LINE	ITEM		PPROX.	UNIT PF	BID AM	
NO	DESCRIPTION			DOLLARS	!	
	611.1004 CATCH BASINS  4-FT DIAMETER 	    EACH	7.000		   	
	611.1230 CATCH BASINS  2X3-FT 	    EACH	12.000		 	·
	611.2004 MANHOLES 4-FT  DIAMETER 	    EACH	4.000		   	· 
	611.2005 MANHOLES 5-FT  DIAMETER 	    EACH	7.000  		   	· 
	611.2006 MANHOLES 6-FT  DIAMETER 	    EACH	6.000		   	· 
	611.2007 MANHOLES 7-FT  DIAMETER 	    EACH	2.000		   	·
	611.3004 INLETS 4-FT  DIAMETER 	    EACH	3.000		   	· 
	611.3901 INLETS MEDIAN 1  GRATE 	    EACH	1.000		   	· 
	611.8115 ADJUSTING INLET  COVERS 	    EACH	2.000		   	· 
	612.0406 PIPE UNDERDRAIN  WRAPPED 6-INCH 	    LF	3,666.000  		   	· 
0730	616.0700.S FENCE SAFETY   	    LF	180.000		<b>_</b>   	•

### Wisconsin Department of Transportation PAGE: 8 DATE: 04/05/13

#### SCHEDULE OF ITEMS

REVISED:

LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	   DOLLARS   CTS	   DOLLARS  CTS
0740	619.1000 MOBILIZATION   	   1.000  EACH		
	620.0100 CONCRETE  CORRUGATED MEDIAN 	   410.000  SF		     .
	620.0300 CONCRETE MEDIAN  SLOPED NOSE 	   120.000  SF	     .	     .
	621.0100 LANDMARK  REFERENCE MONUMENTS 	   1.000  EACH	     .	     .
	623.0200 DUST CONTROL  SURFACE TREATMENT 	   17,120.000  SY	     .	     .
0790	624.0100 WATER   	   50.000  MGAL	   	     .
0800	625.0100 TOPSOIL   	   4,740.000  SY		
0810	625.0105 TOPSOIL   	   40.000  CY		
0820	627.0200 MULCHING   	2,370.000  SY	   	       .
0830	628.1104 EROSION BALES   	   100.000  EACH	   	   
0840	628.1504 SILT FENCE   	   650.000  LF	       .	       .

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SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE	I .	APPROX.	I .	BID AMOUNT
NO	DESCRIPTION	2,0	   DOLLARS   CTS	
	628.1520 SILT FENCE  MAINTENANCE 	   375.000  LF		     
	628.1905 MOBILIZATIONS  EROSION CONTROL	   15.000  EACH	 	   
0870	628.1910 MOBILIZATIONS  EMERGENCY EROSION  CONTROL	   10.000  EACH	   	     
	628.2004 EROSION MAT  CLASS I TYPE B 	   150.000  SY		     
	628.7005 INLET  PROTECTION TYPE A 	   14.000  EACH		
	628.7010 INLET  PROTECTION TYPE B 	   14.000  EACH		     
	628.7015 INLET  PROTECTION TYPE C 	   76.000  EACH	     	     
0920	628.7560 TRACKING PADS 	   5.000  EACH		     
0930	628.7570 ROCK BAGS 	   50.000  EACH		   
0940	629.0210 FERTILIZER TYPE  B	   104.000  CWT		   
	630.0110 SEEDING MIXTURE  NO. 10	   190.000  LB		     

### Wisconsin Department of Transportation PAGE: 10 DATE: 04/05/13

#### SCHEDULE OF ITEMS

REVISED:

LINE	ITEM	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
	630.0200 SEEDING  TEMPORARY 	   180.000  LB		
0970	630.0300 SEEDING BORROW  PIT 	   200.000  LB	   	
0980	631.0300 SOD WATER   	   217.000  MGAL	   	     .
0990	631.1000 SOD LAWN   	   4,740.000  SY	   	     .
	634.0616 POSTS WOOD  4X6-INCH X 16-FT 	   37.000  EACH	     .	     .
	634.0618 POSTS WOOD  4X6-INCH X 18-FT 	   24.000  EACH		
	634.0620 POSTS WOOD  4x6-INCH X 20-FT 	   4.000  EACH		
	637.0202 SIGNS  REFLECTIVE TYPE II 	   581.000  SF		
1040	637.0402 SIGNS  REFLECTIVE FOLDING TYPE  II	   16.000  SF		
	638.2102 MOVING SIGNS  TYPE II 	   34.000  EACH	     	       .
	638.2602 REMOVING SIGNS  TYPE II 	73.000	       .	       .

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#### SCHEDULE OF ITEMS

REVISED:

LINE	ITEM	APPRO:	x.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION	AND UN	:	DOLLARS		:	CTS
	638.3000 REMOVING SMALL  SIGN SUPPORTS 	    EACH	  57.000 				
	638.4000 MOVING SMALL  SIGN SUPPORTS 	      EACH	9.000   9.000			   	
	642.5201 FIELD OFFICE  TYPE C 	    EACH	1.000		•	 	
1100	1	  EACH	1.000		•	 	
1110	643.0100 TRAFFIC CONTROL  (PROJECT) 02.  6145-00-74	    EACH	1.000		.	   	
	643.0300 TRAFFIC CONTROL  DRUMS 	   46,1	  70.000 			 	·
	643.0410 TRAFFIC CONTROL  BARRICADES TYPE II 		  67.000 				
	643.0420 TRAFFIC CONTROL  BARRICADES TYPE III 		  34.000 				
1150	643.0500 TRAFFIC CONTROL  FLEXIBLE TUBULAR MARKER  POSTS		  10.000 			   	
1160	643.0600 TRAFFIC CONTROL  FLEXIBLE TUBULAR MARKER  BASES		  10.000 	J <b></b>		<b></b>   	•
	643.0705 TRAFFIC CONTROL  WARNING LIGHTS TYPE A 	   15,0  DAY	  68.000 		.	     	

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#### SCHEDULE OF ITEMS

REVISED:

LINE	TTEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION   	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS
	643.0715 TRAFFIC CONTROL  WARNING LIGHTS TYPE C 	   9,445.000  DAY		
	643.0800 TRAFFIC CONTROL  ARROW BOARDS 	   442.000  DAY	   	
	643.0900 TRAFFIC CONTROL  SIGNS 	   20,500.000  DAY	       	       .
	646.0106 PAVEMENT  MARKING EPOXY 4-INCH 	   12,410.000  LF	     	       .
	646.0600 REMOVING  PAVEMENT MARKINGS 	   2,000.000  LF		     .
1230	646.0841.S PAVEMENT  MARKING GROOVED WET  REFLECTIVE CONTRAST TAPE  4-INCH	   1,965.000  LF 	     	
	646.0843.S PAVEMENT  MARKING GROOVED WET  REFLECTIVE CONTRAST TAPE  8-INCH	   1,075.000  LF 	       	
1250	647.0166 PAVEMENT  MARKING ARROWS EPOXY  TYPE 2	   16.000  EACH	       .	     
	647.0176 PAVEMENT  MARKING ARROWS EPOXY  TYPE 3	   1.000  EACH	     	     
1270	647.0206 PAVEMENT  MARKING ARROWS BIKE LANE  EPOXY	     1.000  EACH	     	

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#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRIC	E   BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	!	CTS   DOLLARS  CTS
1280	647.0306 PAVEMENT  MARKING SYMBOLS BIKE  LANE EPOXY	   1.000  EACH	       .	
L290	647.0356 PAVEMENT  MARKING WORDS EPOXY 	   6.000  EACH		.
1300	647.0456 PAVEMENT  MARKING CURB EPOXY 	   20.000  LF	       .	.
	647.0566 PAVEMENT  MARKING STOP LINE EPOXY  18-INCH	   181.000  LF	       .	.
L320	647.0606 PAVEMENT  MARKING ISLAND NOSE  EPOXY	   4.000  EACH	       .	
1330	647.0726 PAVEMENT  MARKING DIAGONAL EPOXY  12-INCH	   110.000  LF	       .	.
	647.0766 PAVEMENT  MARKING CROSSWALK EPOXY  6-INCH	740.000	       .	.
L350	647.0776 PAVEMENT  MARKING CROSSWALK EPOXY  12-INCH	   465.000  LF	       .	
L360	647.0856 PAVEMENT  MARKING CONCRETE  CORRUGATED MEDIAN EPOXY 	32.000   SF	     	.
1370	647.0955 REMOVING  PAVEMENT MARKINGS ARROWS 	     8.000  EACH	     	   

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#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PF	BID AM	OUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS	DOLLARS	CTS
	647.0965 REMOVING  PAVEMENT MARKINGS WORDS	   3.000  EACH	   	   	
	649.0100 TEMPORARY PAVEMENT MARKING 4-INCH	   13,000.000  LF	   	   	
1400	649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH	   29,000.000  LF	   	   	
	649.0701 TEMPORARY  PAVEMENT MARKING 8-INCH 	   1,160.000  LF	   	   	
L420	649.0801 TEMPORARY  PAVEMENT MARKING  REMOVABLE TAPE 8-INCH	   780.000  LF	   	   	
1430	649.1100 TEMPORARY  PAVEMENT MARKING STOP  LINE 18-INCH	   160.000  LF	   	   	
	649.1200 TEMPORARY  PAVEMENT MARKING STOP  LINE REMOVABLE TAPE  18-INCH	   106.000  LF	     	     	
	649.1700 TEMPORARY  PAVEMENT MARKING ARROWS	   26.000  EACH	   	   	
1460	649.1800 TEMPORARY PAVEMENT MARKING ARROWS REMOVABLE TAPE	   21.000  EACH	   	   	
	649.1900 TEMPORARY  PAVEMENT MARKING WORDS	   7.000  EACH	   	     	

# Wisconsin Department of Transportation PAGE: 15 DATE: 04/05/13

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	   DOLLARS  CTS
1480	649.2000 TEMPORARY  PAVEMENT MARKING WORDS  REMOVABLE TAPE	   8.000  EACH		   
	650.4000 CONSTRUCTION  STAKING STORM SEWER	   49.000  EACH		   
	650.4500 CONSTRUCTION  STAKING SUBGRADE	   2,870.000  LF	     	   
	650.5000 CONSTRUCTION  STAKING BASE 	700.000		   
1520	650.5500 CONSTRUCTION  STAKING CURB GUTTER AND  CURB & GUTTER	   208.000  LF		   
	650.7000 CONSTRUCTION  STAKING CONCRETE  PAVEMENT	   2,570.000  LF		   
1540	650.8500 CONSTRUCTION  STAKING ELECTRICAL  INSTALLATIONS (PROJECT)  01.6145-00-73	  LUMP	  LUMP 	
1550	650.8500 CONSTRUCTION  STAKING ELECTRICAL  INSTALLATIONS (PROJECT)  02.6145-00-74	  LUMP	  LUMP	
	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 6145-00-74	  LUMP	LUMP	
1570	650.9920 CONSTRUCTION  STAKING SLOPE STAKES 	   3,170.000  LF		       .

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REVISED:

#### SCHEDULE OF ITEMS

CONTRACT:

ONTRACT: 20130611005

LINE	ITEM   DESCRIPTION		PPROX.	UNIT P	BID AM 	
NO	DESCRIPTION		ANTITY D UNITS		   DOLLARS	
1580	652.0205 CONDUIT RIGID  NONMETALLIC SCHEDULE 40  3/4-INCH	    LF	438.000			
1590	652.0225 CONDUIT RIGID  NONMETALLIC SCHEDULE 40  2-INCH	    LF	5,307.000		   	
	652.0235 CONDUIT RIGID  NONMETALLIC SCHEDULE 40  3-INCH	    LF	1,610.000  		   	
	652.0605 CONDUIT SPECIAL  2-INCH 	    LF	  1,289.000 		   	
	652.0800 CONDUIT LOOP  DETECTOR 	      LF	240.000    240.000		   	
	653.0135 PULL BOXES  STEEL 24X36-INCH	    EACH	4.000		   	
	653.0140 PULL BOXES  STEEL 24X42-INCH	    EACH	7.000   7.000		   	
	653.0905 REMOVING PULL  BOXES 	    EACH	  14.000 		   	
	654.0101 CONCRETE BASES  TYPE 1 	    EACH	4.000		   	
	654.0102 CONCRETE BASES  TYPE 2	    EACH	1.000		   	
	654.0105 CONCRETE BASES  TYPE 5 	      EACH	26.000    26.000		     	

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REVISED:

SCHEDULE OF ITEMS

CONTRACT: ONTRACT: 20130611005

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	   DOLLARS   CTS	DOLLARS CTS
	654.0110 CONCRETE BASES  TYPE 10	   1.000  EACH		     
	654.0113 CONCRETE BASES  TYPE 13	   4.000  EACH		     
1710	654.0217 CONCRETE  CONTROL CABINET BASES  TYPE 9 SPECIAL	   1.000  EACH		     
	655.0210 CABLE TRAFFIC  SIGNAL 3-14 AWG 	   120.000  LF		     
	655.0230 CABLE TRAFFIC  SIGNAL 5-14 AWG 	   515.000  LF		     
	655.0240 CABLE TRAFFIC  SIGNAL 7-14 AWG 	   85.000  LF		   
	655.0250 CABLE TRAFFIC  SIGNAL 9-14 AWG 	   460.000  LF	   	   
	655.0260 CABLE TRAFFIC  SIGNAL 12-14 AWG 	   485.000  LF		   
	655.0320 CABLE TYPE UF   2-10 AWG GROUNDED 	   470.000  LF	   	   
	655.0505 ELECTRICAL WIRE  TRAFFIC SIGNALS 14 AWG 	   1,770.000  LF		     

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SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
	655.0515 ELECTRICAL WIRE  TRAFFIC SIGNALS 10 AWG 			   
	655.0610 ELECTRICAL WIRE  LIGHTING 12 AWG	   1,048.000  LF	     	     
	655.0625 ELECTRICAL WIRE  LIGHTING 6 AWG	   2,217.000  LF	     	   
	655.0630 ELECTRICAL WIRE  LIGHTING 4 AWG	   13,061.000  LF		     
	655.0635 ELECTRICAL WIRE  LIGHTING 2 AWG			       .
	655.0700 LOOP DETECTOR  LEAD IN CABLE 			   
	655.0800 LOOP DETECTOR  WIRE 			   
	656.0200 ELECTRICAL  SERVICE METER BREAKER  PEDESTAL (LOCATION) 01.  USH 12 & STH 23	    LUMP 	  LUMP 	
	656.0400 ELECTRICAL  SERVICE MAIN LUGS ONLY  METER PEDESTAL  (LOCATION) 01.  6145-00-73 CABINET ND	  LUMP 	  LUMP 	       
1880	657.0100 PEDESTAL BASES   			       .

### Wisconsin Department of Transportation PAGE: 19 DATE: 04/05/13

#### SCHEDULE OF ITEMS

REVISED:

LINE	ITEM   DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	I
1890	657.0255 TRANSFORMER  BASES BREAKAWAY 11  1/2-INCH BOLT CIRCLE	   1.000  EACH	     	     
1900	657.0315 POLES TYPE 4   	   1.000  EACH		
	657.0420 TRAFFIC SIGNAL  STANDARDS ALUMINUM 13-FT 	   4.000  EACH	   	   
	657.1350 INSTALL POLES  TYPE 10 	   1.000  EACH	     	     
	657.1355 INSTALL POLES  TYPE 12 	2.000   EACH	     	   
	657.1360 INSTALL POLES  TYPE 13 	2.000   EACH	     	     
	657.1520 INSTALL  MONOTUBE ARMS 20-FT 	   1.000  EACH	     	     
	657.1540 INSTALL  MONOTUBE ARMS 40-FT 	   1.000  EACH		
	657.1545 INSTALL  MONOTUBE ARMS 45-FT 	   1.000  EACH	     	   
	657.1550 INSTALL  MONOTUBE ARMS 50-FT 	   1.000  EACH		       .
	657.1555 INSTALL  MONOTUBE ARMS 55-FT 	   1.000  EACH	     	       .

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SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE		APPROX.	UNIT PRICE	
NO	DESCRIPTION 	QUANTITY   AND UNITS	DOLLARS   CTS	l .
2000	657.1815 INSTALL  LUMINAIRE ARMS STEEL  15-FT	   4.000  EACH		     
2010	658.0500 PEDESTRIAN PUSH  BUTTONS	   8.000  EACH		     
2020	658.5069 SIGNAL MOUNTING   HARDWARE (LOCATION) 01.   USH 12 & STH 23	!	    LUMP 	     
	659.0125 LUMINAIRES  UTILITY HPS 250 WATTS 	   4.000  EACH		     
	661.0200 TEMPORARY TRAFFIC SIGNALS FOR INTERSECTIONS (LOCATION) 01. USH 12 & STH 23	1	LUMP	     
	670.0100 FIELD SYSTEM  INTEGRATOR 	 	    LUMP 	     
	670.0200 ITS  DOCUMENTATION	  LUMP	  LUMP	     
	673.0105 COMMUNICATION VAULT TYPE 1	   6.000  EACH	   	   
	675.0400.S INSTALL  ETHERNET SWITCH	   1.000  EACH		   
2090	678.0036 INSTALL FIBER  OPTIC CABLE OUTDOOR  PLANT 36-CT	3,750.000	       .	

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SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE	!	!	PPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 		ANTITY D UNITS	DOLLARS   CTS	DOLLARS CTS
	678.0200 FIBER OPTIC  SPLICE ENCLOSURE	    EACH	1.000	   	
2110	678.0300 FIBER OPTIC  SPLICE 	    EACH	12.000	   	       .
2120	678.0500 COMMUNICATION  SYSTEM TESTING 	LUMP		  LUMP 	       .
2130	690.0150 SAWING ASPHALT 	      LF	3,845.000	   	
2140	690.0250 SAWING CONCRETE	      LF	2,763.000	   	.
	715.0415 INCENTIVE  STRENGTH CONCRETE  PAVEMENT	    DOL	4,500.000	   1.00000 	    4500.00
	ASP.1T0A ON-THE-JOB  TRAINING APPRENTICE AT  \$5.00/HR	      HRS	2,000.000	   5.00000 	10000.00
	ASP.1TOG ON-THE-JOB TRAINING GRADUATE AT \$5.	    HRS	1,320.000	   5.00000 	6600.00
2180	SPV.0035 SPECIAL 01.  CRUSHED GRANITE STONE 	    CY	8.000		
2190	SPV.0045 SPECIAL 01.  PORTABLE CHANGEABLE  MESSAGE SIGN	    DAY	84.000	     	       .
2200	SPV.0045 SPECIAL 02.  TEMPORARY CROSSWALK	      DAY	65.000		       .

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#### SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	I	DOLLARS   CT
2210	SPV.0060 SPECIAL 01.  8-COUNT FIBER OPTIC  CONNECTOR 200-FEET	   1.000  EACH	     	   
2220	SPV.0060 SPECIAL 02.  COVER PLATE TEMPORARY  BURIED	   4.000  EACH	     	   
	SPV.0060 SPECIAL 03.  LIGHTING PULL BOXES 	   7.000  EACH	   	   
	SPV.0060 SPECIAL 04.  LIGHTING CONTROL CABINET 	   1.000  EACH	   	   
2250	SPV.0060 SPECIAL 05.  DECORATIVE LIGHTING  UNITS	   26.000  EACH	   	     .
2260	SPV.0060 SPECIAL 06.  ACCENT SIGN LIGHT  FIXTURE B	   3.000  EACH		
	SPV.0060 SPECIAL 07.  PLAZA LIGHT FIXTURE A 	   2.000  EACH		     
	SPV.0060 SPECIAL 08.  PLAZA PULL BOX 	   2.000  EACH		     
	SPV.0060 SPECIAL 09.  INFORMATION KIOSK 	   1.000  EACH		     
	SPV.0060 SPECIAL 10.  BENCH	   2.000  EACH	     	   
	SPV.0060 SPECIAL 11.  BACKLESS BENCH	   2.000  EACH		     

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SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
2320	SPV.0060 SPECIAL 12. ADJUST EXISTING SANITARY SEWER MANHOLE	   5.000  EACH		       .
2330	SPV.0060 SPECIAL 13. ADJUST EXISTING WATER CURB STOP LESS THAN 6-INCHES	5.000   EACH		
2340	SPV.0060 SPECIAL 14. ADJUST EXISTING WATER CURB STOP 6-INCHES OR GREATER	4.000   EACH	     	     
	SPV.0060 SPECIAL 15. ADJUST EXISTING WATER VALVE BOX 6-INCHES OR LESS	9.000   EACH		     
2360	SPV.0060 SPECIAL 16. ADJUST EXISTING WATER VALVE BOX GREATER THAN 6-INCHES	   8.000  EACH		
2370	SPV.0060 SPECIAL 17. ADJUST EXISTING HYDRANT	   3.000  EACH	   	     
2380	SPV.0060 SPECIAL 18.  REMOVE, SALVAGE, AND  RELOCATE EXISTING  HYDRANT	1.000   EACH		     
2390	SPV.0060 SPECIAL 19.  4-INCH WATER MAIN CAP	   1.000  EACH		   
2400	SPV.0060 SPECIAL 20.  4-INCH WATER MAIN PLUG	   1.000  EACH	     	     

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SCHEDULE OF ITEMS

REVISED:

LINE	TITEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION   	QUANTITY AND UNITS	DOLLARS   CTS	   DOLLARS  CTS
	SPV.0060 SPECIAL 21.  8-INCH WATER MAIN PLUG 	   1.000  EACH		
	SPV.0060 SPECIAL 22.  YARD HYDRANT 	   1.000  EACH		
2430	SPV.0060 SPECIAL 23.  ABANDON EXISTING 1-INCH  WATER SERVICE	   1.000  EACH		
2440	SPV.0060 SPECIAL 24.  ABANDON EXISTING 1.  5-INCH WATER SERVICE	   3.000  EACH		
	SPV.0060 SPECIAL 25.  ABANDON EXISTING 2-INCH  WATER SERVICE	   1.000  EACH		
2460	SPV.0060 SPECIAL 26.  ABANDON EXISTING 4-INCH  WATER SERVICE	   1.000  EACH		
2470	SPV.0060 SPECIAL 27.  1-INCH WATER CORPORATION  CURB STOP AND BOX	!	   	   
	SPV.0060 SPECIAL 28.  35' FLAG POLE 	   1.000  EACH	   	   
2490	SPV.0060 SPECIAL 29.  DUCTILE IRON 22.5-DEGREE  BEND, 6-INCH	   1.000  EACH		   
2500	SPV.0060 SPECIAL 30.  DUCTILE IRON 45-DEGREE  BEND, 12-INCH	4.000  EACH		     

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#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS		DOLLARS CT
2510	SPV.0060 SPECIAL 31. REMOVE AND SALVAGE EXISTING WATER VALVE AND BOX	   1.000  EACH		
	SPV.0060 SPECIAL 32.  8-INCH X 12-INCH TAPPING  SLEEVE	   1.000  EACH	   	.
	SPV.0060 SPECIAL 33.  8-INCH WATER VALVE AND  BOX	   1.000  EACH	 	
	SPV.0060 SPECIAL 34.  CONNECT TO EXISTING  WATER CORPORATION	   1.000  EACH		
	SPV.0060 SPECIAL 35.  CONNECT TO EXISTING  WATER MAIN	   2.000  EACH		
2560	SPV.0060 SPECIAL 36. EXPOSING EXISTING UTILITY	20.000 EACH	   	.
	SPV.0060 SPECIAL 37.  30' FLAG POLE 	   2.000  EACH	   	.
	SPV.0090 SPECIAL 01.  REMOVING PAVEMENT  MARKINGS WATER BLASTING	6,400.000 LF	     	     
	SPV.0090 SPECIAL 02.  CONCRETE CURB & GUTTER  24-INCH	   144.000  LF	   	.
2600	SPV.0090 SPECIAL 03. CONCRETE CURB & GUTTER	2,680.000	     	

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SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE	! ===	!	PROX.	UNIT PE	RICE	BID AM	OUNT
NO	DESCRIPTION 		NTITY UNITS	DOLLARS	CTS	   DOLLARS	CTS
2610	SPV.0090 SPECIAL 04.  SPLIT RAIL WOOD FENCE  TWO RAILS	    LF	221.000	   		   	
2620	SPV.0090 SPECIAL 05.  8-INCH WIDE X 4-INCH  THICK CONCRETE EDGING	      LF	71.000	   			
	SPV.0090 SPECIAL 06.  1-FOOT WIDE X 4-INCH  THICK CONCRETE EDGING	      LF	53.000	   		   	
	SPV.0090 SPECIAL 07.  1-INCH COPPER WATER  SERVICE	      LF	142.000	   		   	
	SPV.0090 SPECIAL 08.  DUCTILE IRON WATER MAIN,  6-INCH	      LF	18.000	   		   	
	SPV.0090 SPECIAL 09.  DUCTILE IRON WATER MAIN,  8-INCH	      LF	32.000	   		   	
2670	SPV.0090 SPECIAL 10.  DUCTILE IRON WATER MAIN,  12-INCH	      LF	14.000	   		   	
	SPV.0105 SPECIAL 01.  CONCRETE PAVEMENT JOINT  LAYOUT	LUMP		  LUMP 			
2690	SPV.0105 SPECIAL 02. TRAFFIC SIGNALS (USH  12/WHITLOCK STREET/STH  23)	  LUMP 		  LUMP 		     	
2700	SPV.0105 SPECIAL 03.  PLAZA PLANTER	LUMP		    LUMP 		   	

### Wisconsin Department of Transportation PAGE: 27 DATE: 04/05/13

#### SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20130611005

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO		QUANTITY AND UNITS	! .	DOLLARS CTS
	SPV.0105 SPECIAL 04. PRECAST CONCRETE SIGN	  LUMP	    LUMP 	     
2720	SPV.0105 SPECIAL 05. PLAZA ELECTRICAL CONNECTION	  LUMP	  LUMP 	     
2730	SPV.0165 SPECIAL 01. CONCRETE SIDEWALK 5-INCH COLORED	   1,100.000  SF	   	   
2740	SPV.0165 SPECIAL 02. COLORED CONCRETE CROSSWALKS	   4,144.000  SF	   	     
2750	SPV.0165 SPECIAL 03. CONCRETE SIDEWALK 5-INCH STAMPED AND COLORED	· ·	   	   
2760	SPV.0165 SPECIAL 04. COLORED STAMPED CONCRETE RAISED MEDIAN	1,930.000  SF	   	   
	SPV.0165 SPECIAL 05.	   480.000  SF		   
	SPV.0165 SPECIAL 06. WEED BARRIER	   50.000  SF		   
	SPV.0180 SPECIAL 01. GEOGRID REINFORCEMENT	5,600.000 SY		   
	   SECTION 0001 TOTAL		   	
	     TOTAL BID		 	

### PLEASE ATTACH SCHEDULE OF ITEMS HERE