

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

11

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Milwaukee	1100-03-79	WISC 2014 102	Zoo Freeway, Dakota St Ped Bridge B-40-0121, Bridge Replacement	IH 894/US 45

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: April 8, 2014 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 1, 2014	<b>SAMPLE NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 12%	This contract is exempt from federal oversight.

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

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

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

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

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

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

Notary Seal

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

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

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

## For Department Use Only

Type of Work Structures B-40-889, R-40-614, R-40-615, R-40-616, R-40-617, removing pavement, excavation common, excavation for structures, concrete pavement, concrete base, asphalt pavement, concrete masonry bridges and retaining walls, prestressed girders, bar steel reinforcement hs coated, concrete curb and gutter, steel diaphragms.	Notice of Award Dated	Date Guaranty Returned
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**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A General

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

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

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

#### B Submitting Electronic Bids

##### B.1 On the Internet

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

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

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

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

**Bidder Name**

**BN00**

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

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

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

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

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





# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

Section 66.0901(7), Wisconsin Statutes, provides that as a part of the proposal, the bidder also shall submit a list of the subcontractors the bidder proposes to contract with and the class of work to be performed by each. In order to qualify for inclusion in the bidder's list a subcontractor shall first submit a bid in writing, to the general contractor at least 48 hours prior to the time of the bid closing. The list may not be added to or altered without the written consent of the municipality. A proposal of a bidder is not invalid if any subcontractor and the class of work to be performed by the subcontractor has been omitted from a proposal; the omission shall be considered inadvertent or the bidder will perform the work personally.

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.

[illegible]

**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

### Table of Contents

Article	Description	Page #
1.	General.....	3
2.	Scope of Work. ....	3
3.	Prosecution and Progress.....	3
4.	Traffic. ....	7
5.	Traffic Meetings and Traffic Control Scheduling. ....	7
6.	Holiday and Special Event Work Restrictions.....	7
7.	Utilities.....	8
8.	Other Contracts. ....	12
9.	Hauling Restrictions.....	13
10.	Erosion Control.....	13
11.	Clearing and Grubbing, Emerald Ash Borer.....	14
12.	Notice to Contractor, Notification of Demolition and / or Renovation No Asbestos Found. ....	17
13.	Notice to Contractor, Notification of Presumed Lead Based Paint. ....	18
14.	Dust Control Implementation Plan. ....	18
15.	Project Site Air Quality.....	20
16.	Public Convenience and Safety. ....	21
17.	Rolling Closure. ....	21
18.	Payment Tracking. ....	22
19.	Labor Compliance Reporting – Payroll Requirements. ....	22
20.	Public Information Meetings. ....	23
21.	Contractor Document Submittals.....	23
22.	OCIP Information. ....	23
23.	Concrete Masonry Structures.....	24
24.	Concrete Maturity Testing. ....	25
25.	CPM Progress Schedule.....	27
26.	Material and Equipment Staging. ....	27
27.	Work Force Opportunities. ....	27
28.	Geotechnical Investigation Information. ....	28
29.	Contractor Notification. ....	28
30.	Owner Controlled Insurance Program. ....	29
31.	Subletting the Contract. ....	40
32.	Pay Plan Quantity. ....	41
33.	Force Account.....	41
34.	Debris Containment B-40-889, Item 203.0225.S.01. ....	41
35.	QMP Base Aggregate. ....	42
36.	Expansion Device, B-40-889.....	50
37.	Wall Concrete Panel Mechanically Stabilized Earth, Item 532.0500.S. ....	51
38.	Field Facilities.....	56
39.	Traffic Control Deficiency Response Time Penalty.....	56



40.	Nighttime Work Lighting-Stationary.....	57
41.	General Requirements for Electrical Work.....	58
42.	Electrical Service Meter Breaker Pedestal Station 6+40 – 13’ LT, Item 656.0200.01.....	59
43.	Concrete Maintenance Platform, Item SPV.0060.01.....	60
44.	Install Cellular Antenna and Antenna Cable, Item SPV.0060.02.....	61
45.	Install Wavetronix Click 200 Module, Item SPV.0060.03.....	62
46.	Install Wavetronix Detector Module and HD 125 Cable, Item SPV.0060.04.....	63
47.	Install Solar Power Unit 120 Watt, Item SPV.0060.05.....	64
48.	Install Poles Type 3, Item SPV.0060.06.....	65
49.	Install Pole Mounted Cabinet, Item SPV.0060.07.....	65
50.	Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.08.....	67
51.	Traffic Control Close-Open Freeway to Freeway System Ramp, Item SPV.0060.09.....	68
52.	Traffic Control Interim Freeway Lane(s) Closure, Item SPV.0060.10.....	68
53.	Adjust Water Valve, Item SPV.0060.11.....	69
54.	Lighting Control Cabinet Special, Item SPV.0060.12.....	70
55.	LED Luminaire and Mounting Arm, Item SPV.0060.13.....	71
56.	Exposing Existing Utility Unpaved Area, Item SPV.0060.14.....	73
57.	Mobilizations Emergency Pavement Repair, Item SPV.0060.15.....	75
58.	Inlet Cover Replacement, Item SPV.0060.16.....	76
59.	Floor Drains Type H Modified, Item SPV.0060.17.....	77
60.	Baseline Vibration Monitoring, Item SPV.0060.18; Production Vibration Monitoring, Item SPV.0060.19.....	77
61.	Fence Temporary, Item SPV.0090.01.....	82
62.	Wet Reflective Temporary Pavement Marking Tape, SPV.0090.02.....	83
63.	Pavement Cleanup Project 1100-03-79, Item SPV.0105.01.....	84
64.	Survey Project 1100-03-79, Item SPV.0105.02.....	85
65.	Railing Tubular Screening Special B-40-889, Item SPV.0105.03; R-40-614, Item SPV.0105.04; R-40-615, Item SPV.0105.05; R-40-616, Item SPV.0105.06; R-40- 617, Item SPV.0105.07.....	87
66.	Prefabricated Steel Stair Case West, Item SPV.0105.08; East, Item SPV.0105.09.....	89
67.	Lighting System Integrator, Item SPV.0105.10.....	94
68.	Lighting System Survey, Item SPV.0105.11.....	95
69.	Maintenance of Lighting Systems, Item SPV.0105.12.....	96

## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 1100-03-79, Zoo Freeway, Dakota St. Ped. Bridge B-40-0121, Bridge Replacement, Milwaukee 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, 2014 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 (20130615)

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

The work under this contract shall consist of removing old structure, excavation common, excavation for structures bridges and retaining walls, structure backfill, concrete pavement, concrete base, HMA pavement, concrete masonry bridges and retaining walls, prestressed girders, bar steel reinforcement HS bridges and retaining walls, concrete curb and gutter, concrete sidewalk 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.

Do not close 101<sup>st</sup> Street until June 13, 2014. Complete all work necessary to reopen 101<sup>st</sup> Street prior to 12:01 AM September 2, 2014. Except for the demolition of the existing structure which 2 calendar days will be allowed outside of this time frame.

*Supplement standard spec 108.11 as follows:*

If the contractor fails to complete the work necessary to reopen 101<sup>st</sup> Street prior to 12:01 AM September 2, 2014, the department will assess the contractor \$1,690.00 in interim liquidated damages for each calendar day that 101<sup>st</sup> Street is not open after 12:01 AM, September 2, 2014. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Perform the work for Project 1100-03-79 in accordance to the following stages as shown in the plans:

### **Pre-Stage**

Install traffic control devices and detour signing for freeway and bike/pedestrian routes. Remove the old structure except for the foundation of the pier located in the median of IH 894/US 45 during full freeway closure hours. During nighttime hours repair damaged barrier wall from Station 63+83.54 to Station 63+98.54, replace integral curb head with curb and gutter from Station 64+86.65 to 65+12.65 so temporary barrier can abut the existing barrier true and level, replace the inlet cover at Station 67+00, mill shoulders and place HMA pavement for strengthening in shoulder areas that will be used for stage 2 traffic.

### **Stage 1**

Install traffic control devices for stage 1. Construct MSE retaining walls and bridge structure within stage 1 work zone.

### **Stage 2**

Remove stage 1 traffic control devices and install traffic control devices for stage 2 shifting traffic to the outside shoulder for northbound and southbound lanes. Remove the remaining portions of the pier located in the median of IH 894/US 45. Construct the remaining portions of the bridge structure. Erect the girders during full freeway closure hours. Finalize construction of the structure, pedestrian facilities and restore the site.

### **Contractor Coordination**

Attend weekly scheduling meetings to discuss the near term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two week "look ahead". Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including ramp and lane closure schedules to be performed and identifying issues requiring engineering action or input. Submit plans for all traffic control for review by the engineer and approval a minimum of one week prior to implementation.

### **Advance Notification**

Notify the engineer and WisDOT Statewide Traffic Operations Center, (414) 227-2142, if there are any changes in the schedule, early completions, or cancellations of scheduled work. Coordinate the locations of messages of portable changeable message sign with the engineer and WisDOT STOC. Notify WisDOT Signal Operations, (414) 750-2605, and WisDOT Electrical Field Unit, (414) 266-1170, regarding changes for alternate routes and detours.

Provide the engineer with a schedule of lane and ramp closures for the following week by noon on Thursday of the previous week. In addition, provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System.

Beginning of Project	14 calendar days
Ramp Closures	3 business days
System Ramp Closures	7 calendar days
Lane Closures	3 business days
Full Freeway Closures	14 calendar days
Construction Stage Changes	14 calendar days
Detours	14 calendar days

### **Definitions**

The following definitions apply to this contract for freeway work restrictions:

#### **Weekday Peak Hours**

- 5:30 AM – 9:00 AM Monday, Tuesday, Wednesday, Thursday and Friday
- 2:00 PM – 7:00 PM Monday, Tuesday, Wednesday, Thursday and Friday

#### **Weekend Peak Hours**

- 10:00 AM – 7:00 PM Saturday, Sunday

#### **Weekday Off-Peak Hours**

- 9:00 AM – 2:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday
- 7:00 PM – 9:30 PM Monday, Tuesday, Wednesday, Thursday
- 7:00 PM – 11:00 PM Friday

#### **Weekend Off-Peak Hours**

- 8:00 AM – 10:00 AM Saturday, Sunday
- 7:00 PM – 11:00 PM Saturday
- 7:00 PM – 9:30 PM Sunday

#### **Night Time Hours**

- 9:30 PM – 5:30 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)
- 11:00 PM – 8:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

#### **Full Freeway Closure Hours**

- 11:00 PM – 4:30 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)

**Freeway Work Zone Restrictions**

All lanes of the freeway shall be entirely clear and open to traffic at all times except for approved Night Time Hour or Off-Peak Hour closures as approved by the engineer. Dual lane closures are permitted during Night Time Hours and Off-Peak Hours pending the approval of the engineer. Lane closures shall be in accordance to the standard detail drawings (SDD) and have the approval of the engineer.

Full closure and detouring of freeway roads will be restricted to Full Freeway Closure Hours. The freeway may be closed to facilitate the removal of structures and erection of girders, deck pours and to perform work related to major traffic shifts. Provide signed detour routes, as shown in the plans that are fully open and free of construction during all full freeway and system ramp closures.

If the contractor fails to open all lanes of traffic and ramps by the specified times, then a reduction of \$8000 per hour per traffic lane or ramp for each hour of lane or ramp closure violations will be made from monies due to him. This reduction will be applied in a quarterly fraction of the \$8000 hourly reduction rate for each 15-minute increment during which the lane or ramp closure violation occurs. The total reduction from monies due to the contractor is the summation of the separate reductions for each lane and each ramp closure violation. The department will assess lane rentals for the roadway lanes and ramps not being open to traffic under the Failing to Open Road to Traffic administrative item.

Provide engineer approved signage and parallel deceleration and acceleration lanes for freeway access into and out of the work zones at locations approved by the engineer.

At the weekly traffic meetings, provide an Emergency Work Zone Access Plan and required updates, as approved by the engineer, to direct emergency responders accessing a mainline median barrier restricted work zone.

Locations of work zone egress or ingress for construction vehicles is subject to approval from the engineer. Access into the work zones are not allowed directly from the freeway during peak and off-peak hours. Access into the work zones from the freeway will be allowed during night-time hours, subject to approval by the engineer, if operations can be safely accomplished and do not result in non-construction traffic entering the work zones. Exiting work zones directly onto the freeway are only allowed when operations do not obstruct or slow traffic on the freeway. All construction vehicles shall yield to all through traffic at all locations.

**Local Street Work Restrictions**

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during night time hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing 3 days prior to performing such work.

Existing trees, street light poles, hydrants and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to

determine any special measures required for proper clearance between the trees, hydrants and poles and the paving equipment.

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

All roads shall remain open to traffic except for 101<sup>st</sup> Street which may be closed to traffic from June 13, 2014 to September 2, 2014. Maintain access for local residents, emergency vehicles and utility maintenance vehicles at all times.

#### **5. Traffic Meetings and Traffic Control Scheduling.**

Every Wednesday by 10:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

Meet with the engineer between 11:00 - 11:30 AM on Wednesdays at the Zoo Interchange project office on 2424 S. 102nd Street; West Allis to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 11:00 AM meeting.

Every Wednesday at 2:00 PM, or as scheduled by the engineer, attend a weekly traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.

SEF Rev. 12\_0810

#### **6. Holiday and Special Event Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying I-894/US45, 99<sup>th</sup> Street and 101<sup>st</sup> Street traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 23, 2014 to 6:00 AM Tuesday, May 27, 2014 for Memorial Day;
- From noon Thursday, July 3, 2014 to 6:00 AM Monday, July 7, 2014 for Independence Day;
- From noon Friday, August 29, 2014 to 6:00 AM Tuesday, September 2, 2014 for Labor Day.

Provide any proposals to work within the work zone(s) adjacent to the highway carrying I-894/US45 traffic during the established holiday periods to the engineer for approval. Proposals shall include a plan that establishes work type, hours of operations, and will certify no ingress/egress to the site by construction or worker vehicles from I-894/US45 consistent with the above restrictions for equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic as noted above.

Lane closures are not allowed during the following events:

- During Summer Fest, maintain all lanes on I-894/US45 in both directions for the duration of the event.
- During Wisconsin State Fair, maintain all lanes on I-894/US45 in both directions for the duration of the event.
- On the Milwaukee Brewers season opener home game, no closures of I-894/US45 are allowed three hours prior to the start of the game and until two hours after completion.
- On days with a Milwaukee Brewers home game against the Chicago Cubs or Chicago White Sox, no closures of I-894/US45 are allowed three hours prior to the start of the game and until two hours after completion.
- On days with a Milwaukee Brewer home game at Miller Park, maintain all inbound travel lanes on I-894/US 45 to Miller Park starting at three hours before the game until one hour after the start of the game. Maintain all outbound lanes on I-894/ US 45 from Miller Park starting at the end of the game until two hours after the end of the game.

## **7. Utilities.**

The provisions of administrative rule TRANS 220 apply to this project.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Some utility work, as described below, is dependent on prior work being performed by the contractor at a specific site. Provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Notice shall be given 14 to 16 calendar days in advance of when the site will be available to the utility. Follow up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

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

Known utilities in the projects are as follows:

**West Allis, City of (Storm Sewer)** has storm sewer facilities running along and in Dakota Street. These facilities will not be relocated or reconstructed as part of this project. An inlet and lateral at Station 9+06 RT should not interfere with pier excavation or construction.

Contact Joseph Burtch, (414) 302-8379, of City of West Allis –Sewer 14 days in advance to coordinate locations and any excavation near their facilities.

**West Allis, City of (Water main)** has a water main running in Dakota Street approximately 4.5' west of the east curb line and a hydrant at Station 8+67.5 RT. The hydrant will be shut off during construction, by city forces, and should not interfere with pier and MSE wall excavation or construction.

A water main also crosses IH 894 approximately 17' south of the proposed structure centerline and a valve at the west end of the Dakota Street cul-de-sac. Work to adjust this water valves is part of this project.

Contact Peter Daniels, (414) 302-8374, of City of West Allis 14 days in advance to coordinate locations and any excavation near their facilities and the hydrant shut off.

**West Allis, City of (Lighting)** has a series lighting circuit within the project limits. This circuit runs behind the curb and gutter along the west side of 101<sup>st</sup> street. Crossings to the poles located on the east side of 101<sup>st</sup> Street at Station 8+53 RT and Station 12+07 RT are present. There is a pole on the west side of 101<sup>st</sup> Street at Station 6+51 RT.

Prior to construction City of West Allis forces will be remove the poles, splice the circuit to maintain service and then reinstall the poles after construction is completed at locations to avoid the proposed work.

Contact Peter Daniels, (414) 302-8374, of City of West Allis – Lighting 14 days in advance to coordinate work and any excavation near their facilities.

**West Allis, City of (Ditch Easement)** has an easement for a ditch through the We Energies property and the IH-894/US45 right-of-way. Located at approximately Station



67”IH894”+00 RT. An existing 24 inch reinforced concrete pipe will be replaced in kind as part of this project at Station 19+09.35.

**We Energies (Electric)** has overhead facilities running north and south within their right-of-way and a crossing of IH 894 approximately 55’ south of the proposed structure centerline. These facilities are not in conflict with the proposed project work.

It is imperative that the highway contractor contact We Energies before removing electrical underground cables, to verify that they have been abandoned and carry no electrical current. The contractor must not assume that unmarked facilities have been abandoned. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch #(800) 662-4797

**We Energies (Gas Operations)** has a recently installed gas main at the centerline of Dakota Street across IH 894. This main was not surveyed at the time of plan preparation because it had not been installed yet.

It is imperative that the highway contractor contact We Energies before removing electrical underground cables, to verify that they have been abandoned and carry no electrical current. The contractor must not assume that unmarked facilities have been abandoned. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch #(800) 261-5325

**AT&T Corporation** shares a buried fiber optic duct package with WisDOT that runs along the North Bound IH 894 easterly right-of-way line. The duct package is planned to remain in place, adjacent to the pedestrian bridge, from Station 64”IH894”+60 to Station 67”IH 894”+50. From Station 67”IH 894”+50 to Station 68”IH894”+15 the duct package will need to be lowered to accommodate construction of retaining walls R-40-616 and R-40-617.

AT&T personnel must be on site when any exposure or proposed work will be performed over and around the duct package. After the site is cleared and grubbed allow AT&T three (3) business days to perform the relocation of the duct package from Station 67”IH 894”+50 to Station 68”IH894”+15. Contact William Koenig (JMC Engineers & Associates, Inc.) seven business days in advance to coordinate the work at (608) 628-0575.

**WisDOT Traffic Lighting** has an electrical line running north south along the median of I-894/US45. These facilities will remain in place without adjustment. Contact Matt Pfeifer, (414) 266-1154 of WisDOT - Lighting 7 business days in advance to coordinate locations and any excavation near their facilities.

The following utility companies have facilities within the project area; however, adjustments are not anticipated:

**American Transmission Company** has 138kV overhead electric facilities within/along IH 894/USH 45 including the ramps.

Relocation or adjustment of existing ATC facilities is not anticipated. ATC requires that a representative be on site for excavation activities near the base of the transmission structures. The limits of the excavation should be kept an absolute minimum of 15' from the base of the tower. Excavation around the tower foundation can cause instability and could cause the tower to fail. Installation of pier 17 at Station 16+57.75 is in close proximity to the structure foundation and may require special construction methods. Call Chris Dailey, (414) 651-3950, at least 5 days in advance to arrange to have an ATC representative on site.

Transmission structures may have multiple ground rods. These ground rods could be located a significant distance from the structure. All ground rods are connected to the structure via a ground wire and could be buried to a depth of 18 inches or deeper. If the ground rods are disturbed through construction activities, the location must be noted and promptly reported to ATC's Maintenance Department (Chris Dailey, (414) 651-3950).

Maintain OSHA Safe Working Clearance from the ATC 138kV line based on the latest OSHA requirements.

No stockpiling or staging of equipment/materials under or near the ATC transmission lines and towers.

Unobstructed ATC access to the transmission lines and towers must be maintained at all times.

Exercise caution when working and driving near transmission line structures to avoid damaging the steel members. Damage to the members can weaken the structure and cause instability.

All overhead transmission circuits within the limits of this project are 138kV and should be assumed to be live during all construction activities.

If construction requires the use of high reaching equipment that is in conflict with the transmission wires, an outage must be scheduled a minimum of 90 days in advance. The availability of an outage is determined by system conditions at the time and cannot be guaranteed. All outages are controlled by the ATC System Operations Department. All load redispatch costs and utility switching costs are the responsibility of the requestor.

**MMSD  
Time Warner Cable  
West Allis, City of (Sanitary Sewer)  
AT&T Wisconsin  
WisDOT STOC  
West Allis West Milwaukee School District**

107-SER8 (20101021)

## **8. Other Contracts.**

The contractor shall be responsible for coordinating his work in accordance to standard spec 105.5.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

It is expected that routine maintenance by the city and county personnel may be required at certain times concurrently with the work being done under this contract.

The following contracts are anticipated to be under construction within the time period of this contract, unless otherwise indicated:

Contract ID 1060-33-72 Zoo IC – Watertown Plank Road Interchange, from Wisconsin Avenue to Underwood Parkway. The WisDOT contact is Kurt Flierl at (414) 750-3085.

Contract ID 1060-33-73, Swan Boulevard construction from W. Watertown Plank Road to USH 45. The WisDOT contact is Jeff Bohen at (414) 750-2928; [jeff.bohen@dot.wi.gov](mailto:jeff.bohen@dot.wi.gov).

Contract ID 1060-33-75, Zoo IC – UPRR and STH 100 over IH 94 and Hank Aaron State Trail. The WisDOT contact is Mike Burns at (414) 750-1413.

Contract ID 1060-33-78, Zoo IC – 76<sup>th</sup> Street Bridge Over IH 94, Kearney Street to O'Connor St. The WisDOT contact is Mike Burns at (414) 750-1413.

Contract ID 1060-33-80 Zoo Interchange – Phase 1, IH 94, IH 894, US 45. The WisDOT contact is Mark Klipstein at (414) 750-1496.

Contract ID 1060-33-96 Zoo IC – Advanced Signing, Various Locations. The WisDOT contact is Jay Obenberger at (414) 750-3259.

Contract ID 1060-33-97 Zoo IC – Integrated Corridors Phase 2, Various Locations. The WisDOT contact is Jay Obenberger at (414) 750-3259.

Contract ID 1060-35-91 Zoo IC – 2014 TMP Projects, Various Locations. The WisDOT contact is Jay Obenberger at (414) 750-3259.

## **9. Hauling Restrictions.**

Hauling shall only be permitted on 99<sup>th</sup> Street and 101<sup>st</sup> Street north of Dakota Street. Hauling shall not be permitted along 101<sup>st</sup> Street adjacent to Mitchell School while school is in session.

Do not haul materials of any kind on any local roads without approval of the local maintaining authority and the department. Provide any proposals to haul on local roads with a written agreement between the contractor and the respective maintaining authority. Submit a letter to the department from the maintaining authority in agreement to the hauling prior to hauling. Contact the respective maintaining authority prior to bidding for approval of haul routes.

At all times, conduct operations in a manner that causes minimum disruption to traffic on existing roadways. Coordinate with the local authority.

This provision does not reduce or eliminate the contractor responsibility from restoring local roads under the item maintenance and repair of haul roads.  
SEF Rev. 12\_1004

## **10. Erosion Control.**

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering in accordance to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison (*insert DNR liaison contact information here*). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed.

When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed.

## **11. Clearing and Grubbing, Emerald Ash Borer.**

This applies to projects in the emerald ash borer (EAB) quarantined zones to include Fond du Lac, Kenosha, Milwaukee, Ozaukee, Racine, Sheboygan, Washington and Waukesha counties.

*Supplement standard spec 201.3 with the following:*

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus sp.*) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees species attacked by emerald ash borer include the following:

- (a) Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.
- (b) Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.
- (c) Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.
- (d) White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer saccharum*.

The quarantine of ash trees includes all horticultural cultivars of the species listed above.

Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems. Also, Mountain ash (*Sorbus americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

The contractor shall be responsible for hiring a certified arborist to identify all ash trees that will be cleared and grubbed for the project. In addition, prior to scheduled clearing and grubbing activities, the arborist shall mark all ash trees with florescent lime flagging tied around the trunk perimeter.

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

## **ATCP 21.17 Emerald ash borer; import controls and quarantine.**

### **Importing or Moving Regulated Items from Infested Areas; Prohibition.**

Except as provided in subparagraph (3), no person may do any of the following:

- (a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.
- (b) Move any regulated item under sub. (2) out of an emerald ash borer regulated area that is identified in 7CFR 301.53-3 and located in this state.

Note: the United States Department of Agriculture-Animal and Plant Health Inspection Service (USDA-APHIS) periodically updates the list of regulated areas in 7CFR 301.53-3. Subsection (1) applies to new regulated areas as those areas are identified in the CFR.

**Regulated Items.** The following are regulated items for purposes of subparagraph (1):

The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.

Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

### **Regulatory Considerations**

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

Clearing and grubbing includes all ash trees that are to be removed from within the project footprint. If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

**Chipped Ash Trees**

May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.

May be buried on site within the right-of-way in accordance to standard spec 201.3 (14).

May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer in accordance to standard spec 201.3 (15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance to standard spec 201.3 (15).

Burning chips is optional if in compliance with standard spec 201.3.

Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.

Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

**Ash logs, Branches, and Roots**

May be buried without chipping within the existing right-of-way or on adjacent properties in accordance to standard spec 201.3 (14)(15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance to standard spec 201.3 (15).

Burning is optional if in compliance with standard spec 201.3.

Ash logs, branches, and roots must be disposed of immediately and may not be stockpiled.

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

Do not bury or use mulch in an area that will be disturbed again during later phases of the project.

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at 1-800-303-WOOD.

## **Furnishing and Planting Plant Materials**

*Supplement standard spec 632.2.2 with the following:*

Ash trees may be obtained from inside or outside the quarantine area and planted within the quarantined area. Ash trees from within the quarantine area may not be transported and planted into the non-quarantined area.

## **Updates for Compliance**

Each year, as a service, the Wisconsin Department of Agriculture, Trade and Consumer Protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the Department of Agriculture, Trade, and Consumer Protection (DATCP) website at [www.datcp.state.wi.us](http://www.datcp.state.wi.us). Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection  
Division of Agricultural Resource Management  
P.O. Box 8911  
Madison WI 53708-8911

## **Regulated Items**

More frequent updates, if any, are available on the DATCP website at [www.datcp.state.wi.us](http://www.datcp.state.wi.us). Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the above address.  
201-SER1 (20100401)

## **12. Notice to Contractor, Notification of Demolition and / or Renovation No Asbestos Found.**

John Roelke, License Number AII-119523, inspected Structure B-40-0121 for asbestos on November 16, 2011. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: James Keegan, WisDOT SE Region, (414) 750-3311.

In accordance to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision, via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Also, provide a copy of the completed 4500-113 form to Michael Cape, WisDOT SE Region, 141 NW Barstow Street, Waukesha, WI 53187-0798 and DOT BTS-ESS attn: Hazardous Materials Specialist. PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.



Use the following information to complete WisDNR Form 4500-113:

- Site Name: Structure B-40-0121, Dakota St. Pedestrian Bridge (over I894/US45).
- Site Address: Section 8, Town 6 North, Range 21 East, City of West Allis.
- Ownership Information: WisDOT Transportation SE Region, 141 NW Barstow Street, Waukesha, WI. 53187-0798
- Contact: James Keegan
- Phone: (414) 750-3311
- Age: 51 years old. This structure was constructed in 1963.
- Area: 3,497 SF of deck.

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously nonfriable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated, or until it is determined to be non-asbestos containing material.

107-125 (20120615)

### **13. Notice to Contractor, Notification of Presumed Lead Based Paint.**

Steel components of the bridge structures may be covered with paint containing lead. Any work which may disturb the paint must follow all applicable state and federal regulations regulating lead and paint waste.

### **14. Dust Control Implementation Plan.**

#### **A Description**

Develop, update, and implement a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. Incorporate contract bid items that this article specifies into the DCIP.

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

#### **C Construction**

##### **C.1 General**

Take responsibility for dust control on the project as specified in standard spec 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. Take direct responsibility for controlling dust at all times throughout the duration of the contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays.

Submit a DCIP to the engineer for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP

related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate any land-disturbing activities without the department's approval of the DCIP.

## **C.2 Dust Control Implementation Plan Contents**

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

The DCIP shall include, but not be limited to, all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Include the following:
  - Name, firm, address, and working-hours phone number.
  - Non-working-hours phone number.
  - Email address.
2. Individual contact persons and their respective areas of responsibility. Include the following:
  - Name, firm, address, and working-hours phone number.
  - Non-working-hours phone number.
  - Email address.
3. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and immediately adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where employing various dust control or prevention strategies.
4. A matrix showing, for each anticipated land disturbing, dust generating activity, the following:
  - Preventive measures that shall be employed.
  - The applicable contact person.
  - The contractor's timetable and/or surveillance measures used to determine when remediation is required.
  - The specific dust control and remediation measures that shall be employed. List the specific contract bid items that shall be used for payment. Also indicate costs that are incidental to the contract.
  - Both maintenance and cleanup schedules and procedures.
  - How excess and waste materials shall be disposed of.
5. A description of how off-site impacts shall be monitored and dealt with.

## **C.3 Updating the Dust Control Implementation Plan**

Update the DCIP throughout the term of the contract as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for DCIP routine adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

#### **C.4 Dust Control Deficiencies**

Correct engineer identified dust control deficiencies within the time the engineer specifies. The engineer will allow from 30 minutes to 24 hours from the time the engineer notifies the contractor in writing of the deficiency. Deficiencies include, but are not limited to, actions or lack of actions resulting in excessive dust, failing to comply with the contractor's dust control implementation plan or associated special provisions, and failing to properly maintain equipment.

#### **D Measurement**

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specifications or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP shall include, but is not limited to, the contract bid items listed below:

624.0100	Water
628.7560	Tracking Pads
SPV.0105.01	Pavement Cleanup

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

#### **E Payment**

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.

SEF Rev. 12\_1004

### **15. Project Site Air Quality.**

Because fine particulate matter levels for Milwaukee, Racine and Kenosha Counties are typically close to PM<sub>2.5</sub> limits and the project is in a non-attainment area for the federal 8-hour ozone standard, contributions from construction activities can have a major impact well beyond the project limits. Take practical measures to mitigate the impact of operating construction equipment on the air quality in and around the project site.

Voluntarily establishing the staging zones for trucks waiting to load and unload is encouraged by the department. Locate staging zones where idling of diesel powered equipment will have minimal impact on abutting properties and the general public. The department will make signs available to help identify these zones. Have truckers queue up in these zones whenever it is practical. The department further encourages drivers to shut

down diesel trucks as soon as it appears likely that they will be queued up for more than ten minutes. Notify employees and sub-contractors about fueling and engine idling.



#### **Portable Concrete Crusher Plants**

Portable concrete crusher plants may need a NR 440 Concrete Crusher Plant Air Permit for air emissions. Please contact Mike Griffin, Wisconsin Department of Natural Resources, Air Compliance Engineer (414) 263-8554 to request additional information and permit application materials. Complete permit applications may take 3 months to process. SEF Rev. 12\_1008

### **16. Public Convenience and Safety.**

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

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

### **17. Rolling Closure.**

Short term freeway mainline rolling closures may be allowed for a maximum of 15 minutes for the removal and erection of sign structures, equipment moves across the road, or other required work as determined by the engineer. The department will allow short term rolling closures only between 2:00 AM and 4:00 AM, and they may only be performed by freeway law enforcement.

Obtain approval from the engineer before coordinating these closures with freeway law enforcement. Coordinate 14 days in advance of closure. Present the scheduled time for the short term rolling closure at the weekly traffic meeting a minimum of one week prior to the closure.

SEF Rev. 13\_0815

## **18. Payment Tracking.**

### **A Reporting Payments During Construction**

Comply with reporting requirements specified in the department's civil rights and labor compliance management system manual.

Report payments to all first tier relationships including subcontractors, suppliers, and trucking 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 subcontractors, suppliers, and trucking firms. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.

Require all first tier relationships including subcontractors, suppliers, and trucking firms in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1) and (2).

Include the provisions in A(1) and (3) in all agreements . Agreements will be binding on all first tier relationships including subcontractors, suppliers, and trucking firms on the project.

**B (Vacant)**

**C (Vacant)**

**D (Vacant)**

### **E Payment**

Costs for conforming to this special provision are incidental to the contract.

SEF Rev. 12\_1108

## **19. Labor Compliance Reporting – Payroll Requirements.**

Submit weekly certified payrolls verifying prevailing wage rates for all work performed under the contract as directed in the civil rights and labor compliance management system manual. Submit weekly certified payrolls within 7 calendar days of the week covered by the weekly certified payroll.

SEF Rev. 12\_1008

## **20. Public Information Meetings.**

Participate in department-sponsored public information meetings as the engineer requests. Ensure that representatives of subcontractors also participate in those meetings if the engineer requests.

SEF Rev. 12\_0330

## **21. Contractor Document Submittals.**

### **A Description**

This special provision describes minimum requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

### **B Contractor Submittals**

Provide two paper originals and one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each paper original and email submittal. The department will reject submittals with incomplete transmittal sheets and require re-submittal.

The department will return one reviewed, accepted, or approved paper original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in Adobe Acrobat (.pdf) format via email to an account the engineer determines. If possible, translate original documents from their native format (e.g. Word, Excel, AutoCAD, etc.) using an Adobe Acrobat translation routine. Scan other documents to Adobe Acrobat format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.

SEF Rev. 12\_0920

## **22. OCIP Information.**

### **The Owner Controlled Insurance Program (OCIP)**

The Dakota Street Pedestrian Bridge project will be constructed under the umbrella of an Owner Controlled Insurance Program (OCIP). Contractor/Consultant participation in this Corridor Project is mandatory and requires enrollment into the OCIP. Additional information regarding OCIP can be found at <http://roadwaystandards.dot.wi.gov/hcci/index.shtml>.

If you have any questions regarding the OCIP, including questions on if your company needs to be enrolled into the OCIP, please contact Kevin Gehrmann at 608-267-7722.

SEF Rev. 13\_0722

## **23. Concrete Masonry Structures.**

### **A Description**

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

Work under this item applies to cast in place concrete for structures. Conform to standard specs 501, 502, 504, 701, 710 and 715 and as modified in this special provision. Apply this special provision to all cast in place concrete placed under the following bid items:

502.0100	Concrete Masonry Bridges
502.0200	Concrete Masonry Bridges HES
502.1100	Concrete Masonry Seal
504.0100	Concrete Masonry Culverts
504.0200	Concrete Masonry Culverts HES
504.0500	Concrete Masonry Retaining Walls
504.0600	Concrete Masonry Retaining Walls HES
504.0900	Concrete Masonry Endwalls

#### **A.2 Concrete Masonry Bridges**

Work under the item Concrete Masonry Bridges applies to cast in place concrete for bridge substructures and superstructures including abutments, piers, parapets and bridge decks.

### **B (Vacant)**

### **C Construction**

*Replace standard spec 501.3.8.2 with the following:*

The contractor is responsible for the quality of the concrete placed in hot weather. Submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions taken to control concrete temperature if the concrete temperature at the point of placement exceeds 80° F (27° C). Do not place concrete without the engineer's written acceptance of that temperature control plan. Perform the work as outlined in the temperature control plan.

If the concrete temperature at the point of placement exceeds 90° F (32° C), do not place concrete under the following bid items:

- Concrete Masonry Bridges
- Concrete Masonry Bridges HES
- Concrete Masonry Retaining Walls
- Concrete Masonry Retaining Walls HES
- Concrete Masonry Culverts
- Concrete Masonry Culverts HES
- Concrete Masonry Endwalls

Notify the engineer whenever conditions exist that might cause the temperature at the point of placement to exceed 80° F (27° C). If project information is not available, obtain information from similar mixes placed for other nearby work.

Any additive or action taken to control the temperature of the Concrete Masonry to within the limits of this special provision, including but not limited to the addition of ice to the concrete mix, is considered incidental to the work and will not be measured or paid for separately.

*Add the following standard spec 501.3.11:*

**501.3.11 Slip Forming**

Do not place concrete by the slip-form method for any item covered by this special provision.

**D (Vacant)**

**E (Vacant)**

SEF Rev. 13\_0807

**24. Concrete Maturity Testing.**

**A Description**

This special provision requires using concrete maturity testing to determine strength for project control of concrete pavement, falsework removal, and structural concrete under the designated subsections of the standard specifications as follows:

- |  |            |
|--|------------|
| • Duration of the curing period                  | 415.3.12   |
| • Duration of the cold weather protection period | 415.3.13   |
| • Opening to service                             | 415.3.15   |
| • Removing falsework                             | 502.3.4.2  |
| • Duration of the required curing period         | 502.3.8    |
| • Duration of the cold weather protection period | 502.3.9    |
| • Opening to service                             | 502.3.10.1 |

The requirement for determining strength by the concrete maturity testing method supersedes all provisions for strength determination by other methods or provisions based on equivalent days within those designated subsections. The concrete maturity testing requirement also applies to all other provisions referencing strength determination under these designated subsections.

**B Materials**

Provide a maturity testing system that uses data-encrypted sensor devices permanently embedded in the field-placed concrete. Data-encrypted sensors have a chip that records both temperature and time information that can be downloaded to a reading device not permanently attached to those sensors.



Provide the department with a maturity reading device for each maturity testing system utilized on the project. Devices provided for the department use will become department property under the contract.

### **C Construction**

Develop a strength/maturity relationship for each concrete mix design used under the contract. Base that relationship on strength results of cylinders from pavement, appurtenant construction, ancillary concrete, or structural masonry units incorporated into the work and using those same mixes. Ensure engineer approval of the maturity test results before proceeding with the next pour using that mix. Develop a new strength/maturity relationship every time the mix changes, whenever average daily temperature changes by 30° F (17° C) or more, or whenever engineer verification cylinder strength varies more than 10 percent from the required opening strength when tested at the calibrated opening maturity.

Conform to the department's procedure for developing the strength/maturity relationship, field calibration of the resulting curve, and for all maturity testing. Use a mix-specific datum temperature per Annex A1 of ASTM C1074. Develop data points for the strength/maturity relationship up to 120 percent of the highest required opening strength for each mix design.

For mainline concrete pavement placements, place two probes at the beginning of the day's placement and two probes at the end of the day's placement. Place at least one sensor for each 100 cubic yards (76 m<sup>3</sup>) of concrete placed under non-pavement bid items. Place additional probes as the engineer directs at no additional cost to the department. The resulting concrete maturity test data, after engineer verification, will apply to concrete on the same project conforming to the following:

1. The same mix design as the test location.
2. Cured under conditions similar to or more favorable than that of the test location.
3. Placed on or before the time the test location was placed.

Each work week provide a set of three verification cylinders to the engineer for each strength/maturity field calibration curve currently in use on the project. The engineer will designate the sampling location for the verification cylinders. Provide two cylinders for compressive strength testing and one with a data-encrypted sensor embedded in its center for maturity evaluation. Cast and cure these cylinders on-site as the engineer directs and conforming to the requirements of ASTM 31 for field curing. Deliver them to the engineer promptly after attaining 50 percent of their opening maturity so the engineer can perform verification testing as closely as possible to the opening maturity level.

### **D (Vacant)**

**E Payment**

No additional payment will be made by the department for maturity testing.

SEF Rev. 13\_0812

**25. CPM Progress Schedule.**

Submit a CPM Progress Schedule and updates in accordance to standard spec 108.4.4, and as hereinafter provided.

To ensure compatibility with the Master Program Schedule, use the latest version of Primavera Project Planner (P6), by Primavera Systems, Inc., Bala Cynwyd, PA to prepare the Initial CPM Progress Schedule, Monthly CPM Progress Updates and other CPM Progress Revisions requested by the engineer.

Within five business days after award, the department will provide its current standard Work Breakdown Structure and activity codes to use to develop the Initial CPM Progress Schedule.

Designate a Project Scheduler who will be responsible for scheduling the Work and submit a professional resume describing a minimum of three years of scheduling experience on interstate-highway reconstruction work of similar size and complexity, including recent experience with P6. Obtain approval of the submitted resume prior to scheduling the work.

With each Monthly CPM Progress Schedule Update also include:

1. Activities underway and as-built dates for the past month.
2. On a monthly basis, agree on the as-built dates with the department depicted in the Monthly CPM Progress Schedule Update or document any disagreements. Use the as-built dates from the Monthly CPM Progress Schedule Update for the month when updating the CPM schedule.
3. Provide actual as-built dates for completed activities through final acceptance of the project.

SEF Rev. 13\_0812

**26. Material and Equipment Staging.**

Submit a map showing all proposed material stockpile or equipment storage locations to the engineer 14 days prior to either preconstruction or proposed use, whichever comes first. Identify the specific purposes for the location. Obtain written permits from the property owner, and submit two copies to the engineer before use. Do not stockpile or store materials or equipment on wetlands.

SEF Rev. 13\_0204

**27. Work Force Opportunities.**

After contract award, attend the Work Force Opportunities workshop. The workshop will take place on the same day and be in the same location as the pre-construction meeting.

The Work Force Opportunities workshop will provide a venue for contractors to have meaningful dialogue with Transportation Alliance for New Solutions (TrANS) providers regarding the hiring of TrANS graduates. Reference ASP-1 for additional information regarding TrANS. The prime contractor and the 3 largest subcontractors according to let value of work shall provide staff with hiring authority to participate in a job-matching session during this workshop. Workshop participants will, at a minimum:

1. Review contractor hiring processes for general labor positions.
2. Listen to a presentation provided by TrANS providers regarding the TrANS training program, including details regarding how contractors can hire TrANS graduates.
3. Review TrANS graduate availability for working on the project.
4. Meet one-on-one for two minutes with each TrANS graduate in attendance at the meeting.

SEF Rev. 12\_0510

## **28. Geotechnical Investigation Information.**

*Replace standard spec 102.5(3) 2 with the following:*

Available information relative to subsurface exploration, borings, soundings, water levels, elevations or profiles are available for review at the department's Regions office. Contact James Keegan, 141 NW Barstow Street, Waukesha, WI 53187, (414) 750-3311.

Available geotechnical reports include:

Geotechnical Engineering Service Report  
WisDOT Project 1100-03-79  
Dakota Street Pedestrian Bridge over I-894/USH 45  
Milwaukee County, Wisconsin  
July 1, 2013

Review the available information to determine if it is of use. The use or not of the geotechnical information does not relieve performing the work in accordance to the plans and specifications.

SEF Rev. 12\_0813

## **29. Contractor Notification.**

*Replace standard spec 104.2.2.2(2) with the following:*

If the contractor discovers the differing condition, provide a written notice, as specified in standard spec 104.3.3, of the specific differing condition before further disturbing the site and before further performing the affected work.

*Replace standard spec 104.3.2 and 104.3.3 with the following:*

#### **104.3.2 (Vacant)**

#### **104.3.3 Contractor Initial Written Notice**

If required by standard spec 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:

1. A written description of the nature of the issue.
2. The time and date of discovering the problem or issue.
3. If appropriate, the location of the issue.

Provide the additional information specified in standard spec 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.

SEF Rev. 12\_0823

### **30. Owner Controlled Insurance Program.**

Standard spec 107.26, "Standard Insurance Requirements" is deleted in its entirety and the following standard spec 107.26 is substituted thereof:

#### **107.26 Standard Insurance Requirements**

##### **107.26(1)(a) Owner Controlled Insurance Program**

- 1. Overview.** The State of Wisconsin, Department of Transportation ("the WisDOT") has arranged with Aon Risk Solutions, (the "OCIP administrator") for this Project to be insured under its Owner Controlled Insurance Program ("OCIP"). The OCIP is more fully described in the Zoo Interchange manual for the Owner Controlled Insurance Program (the "Insurance Manual") and the Safety and Health Plan Manual that are incorporated in this Special Provision and the Contract by this reference. Parties performing labor or services at the Project Site (as defined by the OCIP Policies) are eligible to enroll in the OCIP unless the party is an excluded party (as defined below). The OCIP will provide to enrolled parties(as defined below) workers' compensation and employer's liability insurance, commercial general liability insurance, Builders Risk and Excess Liability insurance as summarily described below in connection with the performance of the Work ("OCIP coverage's").
- 2. Enrolled Parties and Their Insurance Obligations.** OCIP coverage applies only to Enrolled Parties. Enrolled Parties include the WisDOT and its employees, non-excluded Contractors and Subcontractors of all tiers who enroll in the OCIP, all employees of Enrolled Contractor's and Subcontractor's who perform Work at the Project Site, and such other persons or entities that the WisDOT, in its sole discretion, may designate (each such party who is insured under the OCIP is collectively referred to as an "Enrolled Party").

Enrolled Parties shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in 107.26(1)(a) 8 below.

**3. Excluded Parties and Their Insurance Obligations.** OCIP coverage's do not apply to the following "Excluded Parties":

- a. Hazardous materials remediation, removal and/or transport companies;
- b. Vendors \*, suppliers, fabricators, material dealers, truckers\*\*, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project;

\* WisDOT is requiring all vendors who perform maintenance on an enrolled contractor's equipment to be enrolled in the OCIP. Please see "WisDOT OCIP Enrollment Guidance Relating to Service Vendors" to determine whether they will be enrolled per project id number or on a Miscellaneous blanket basis.

\*\* Truckers that come on site must remain in the cab of the vehicle.

Refer to the "Enrollment Matrix" which clearly outlines the requirements contingent upon the category that the entity falls under, such as: Contractor; Subcontractor; Consultant; Visitor; etc.

- c. Sanitary disposal facility providers, if the only function is to drop off the units and pick them up later, they are material suppliers and are excluded. If the company also services/cleans the units on site, that is no longer being a material supplier. (Refer to "Enrollment Matrix", Vendors Providing Maintenance On Site).
- d. Contractors and Subcontractors of any tier that do not perform any actual labor on the Project site;
- e. Any party or entity not specifically identified in this special provision or excluded by the WisDOT as permitted by law, even if otherwise eligible.
- f. If you are not employed by an Enrolled Party, but performing services of an Excluded Party, you are not covered by the OCIP.

Excluded Parties and parties not enrolled in the OCIP shall obtain and maintain, and shall require each of its excluded Subcontractors to obtain and maintain, the insurance coverage specified in Standard spec 107.26(1)(a) 8 below and in the Insurance Manual. Excluded Parties shall comply with all of the safety requirements pursuant to 107.26(1)(a) 16.

**4. OCIP Insurance Policies Establish OCIP coverage's.** The OCIP coverage's and exclusions summarized in this special provision and the other contract documents are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP coverage's in this special provision or the Insurance Manual are not

intended to be complete or to alter or amend any provision of the actual OCIP coverage's. In the event any provision of this special provision, the Insurance Manual, or the contract documents, conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

- 5. Summary of OCIP Coverage's.** OCIP coverage's will apply only to those operations of each Enrolled Party performed at the Project Site (as defined in the OCIP insurance Policies) in connection with the Work and only to Enrolled Parties that are eligible for the OCIP.

The OCIP coverage's are primary insurance for all Enrolled Parties for occurrences during the policy period at the Project Site (as defined in the OCIP Policies). The OCIP will provide at least the following insurance to Enrolled Parties:

### **Summary of OCIP Coverages**

*This is a brief description of OCIP Insurance Coverage. Enrolled Parties should refer to the actual policies for details concerning coverage, exclusions and limitations.*

- a. Workers' Compensation Insurance -Statutory Limit including Jones Act and USL&H coverage, as applicable.
- b. Employer's Liability Insurance \$1,000,000 Bodily Injury by Accident, each accident \$1,000,000 Bodily Injury by Disease, each employee \$1,000,000 Bodily Injury by Disease, policy limits
- c. Commercial General Liability (ISO Occurrence Form – Limits Shared By All Insureds) \$2,000,000 Each Occurrence Limit (Annual Limit) \$2,000,000 Personal/Advertising Injury Aggregate \$4,000,000 General Aggregate Limit for all Enrolled Parties (Annual Limit)

\$4,000,000 Products & Completed Operations Aggregate for all Enrolled Parties (Single Limit Applies to Entire Products & Completed Operations Extension)

10 yr. Products & Completed Operations Extension

- d. The OCIP Commercial General Liability policy will not provide coverage for any claim that could be covered under a property policy or Builder's Risk policy.
- e. Excess Liability insurance (over Employer's Liability & General Liability – Limits Shared by All Insureds)

\$100,000,000 Each Occurrence Limit

\$100,000,000 Aggregate (Annual Limit)

\$100,000,000 Products & Completed Operations Aggregate Limit (Single Limit Applies to Entire Products & Completed Operations Extension).

f. Builder's Risk Insurance Coverage:

*This is a brief description of Builder's Risk Insurance Coverage. Contractor should refer to the actual policies for details concerning coverage, exclusions and limitations.*

The Builder's Risk insurance covers insures property, including materials, supplies, machinery, fixtures and equipment which will become a permanent part of the Work (excluding road work at grade level) in the course of construction.

***The Builder's Risk coverage insures WisDOT and Enrolled Parties.***

*Builders Risk:*

	<u>Limit</u>
Each Occurrence Limit	\$100,000,000

*Builder's Risk Obligation:*

Contractor or Subcontractor shall pay to the WisDOT's designee within five (5) days written notice a maximum of up to twenty-five thousand dollars (\$25,000.00) for each loss payable under the Builder's Risk Policy attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom Contractor may be responsible ("builder's risk obligation").

**6. The WisDOT's Insurance Obligations.**

- a. The WisDOT will pay the costs of premiums for the OCIP coverage's and WisDOT will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise.
- b. The WisDOT assumes no obligation to provide insurance other than that specified in this special provision and the OCIP insurance policies.
- c. Except as provided by applicable law, the WisDOT's furnishing of OCIP coverage's will in no way relieve or limit, or be construed to relieve or limit, Contractor or any of its Subcontractors of any responsibility, liability, or obligation imposed by the contract documents, the OCIP insurance policies, or by law, including without limitation any indemnification obligations which Contractor or any of its Subcontractors has to the WisDOT there under. The WisDOT reserves the right at its option, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the contract documents.

**7. Contractor's OCIP Obligations.** Contractor shall:

- a. Assign to WisDOT the right to receive all such adjustments, and shall require that each of its Subcontractors of every tier assigns to WisDOT the right to receive all such adjustments.

- b. Incorporate the terms of this special provision in all subcontract agreements.
- c. Enroll and maintain enrollment in the OCIP, and shall ensure that each non-Excluded subcontractor, enrolls and maintains enrollment in the OCIP. Enrollment shall take place within five (5) days of a receipt of a Notice to Proceed, and prior to commencement of work. Comply with all of the administrative, safety, insurance, and other requirements outlined in this special provision, the Insurance Manual, the OCIP insurance policies, the Safety and Health Plan Manual, or elsewhere in the contract documents.
- d. Provide each of its Subcontractors with a copy of the Insurance Manual and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this special provision, and the contract documents. The failure of (a) the WisDOT to include the Insurance Manual in the bid documents or (b) Contractor to provide each of its eligible Subcontractors with a copy of same shall not relieve Contractor or any of its Subcontractors from any of the obligations contained therein.
- e. Acknowledge, and require all of its Subcontractors to acknowledge in writing, that the WisDOT and the OCIP administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an “OCIP insurer”) and that the WisDOT is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP coverage’s that Contractor or any Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor’s or its Subcontractor’s sole responsibility and expense and shall not be billed to the WisDOT.
- f. Cooperate fully with the OCIP administrator and the OCIP insurers, as applicable, in its or their administration of the OCIP.
- g. Provide, within five (5) business days of the WisDOT’s or the OCIP administrator’s request, all documents or information as requested of Contractor or its Subcontractors. Such information may include but not be limited to, payroll records, certified copies of insurance coverage’s, declaration pages of coverage’s, certificates of insurance, underwriting data, prior loss history information, insurance audits, safety records or history, OSHA citations, or such other data or information as the WisDOT, the OCIP administrator, or OCIP insurers may request in the administration of the OCIP, or as required by the Insurance Manual.
- h. Pay to the WisDOT’s designee within five (5) days of written notification, a sum of up to **\$10,000** of each claim, including court costs, attorneys fees and costs of defense for property damage to the extent losses are insured under the OCIP Commercial General Liability policy for those losses that are attributable to Contractor’s Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Contractor may be responsible (“contractor General Liability obligation”). The contractor General Liability obligation will not be insured by the OCIP Coverage’s.



**8. Additional Insurance Required From Enrolled Parties and Excluded Parties.**

Contractor shall obtain and maintain, and shall require each of its Subcontractors of every tier to obtain and maintain, the insurance coverage specified in this Section in a form and from insurance companies reasonably acceptable to the WisDOT. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance required by this Section shall conform to the WisDOT's requirements outlined in the Insurance Manual and be written by companies authorized to do business in the state of Wisconsin with an **AM Best rating of A-or better**. Contractor shall provide certificates of insurance coverage to the WisDOT as required below and by the Insurance Manual.

As to Enrolled Parties, the Workers' Compensation, Employer's Liability, and Commercial General Liability insurance required by this section shall only be for operations away from the Project Site (as defined by OCIP Policies). 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.

**TYPE OF INSURANCE MINIMUM LIMITS REQUIRED**

1. Commercial General Liability insurance shall be endorsed to include Blanket Contractual Liability coverage.
  - a. \$2,000,000 Combined Single Limits per occurrence with an annual aggregate limit of not less than \$4,000,000.
  - b. The OCIP Coverage's shall exclude blasting or explosion operations. If blasting or explosion operations are used in connection with the Work, Commercial General Liability insurance shall not contain an exclusion for blasting or explosion and shall be provided in limits established by the WisDOT at the time such blasting or explosion methods are elected. Such coverage shall apply to operations whether the operations occur on the Project site or away from the Project site.
  - c. Wisconsin Department of Transportation, their respective officers, agents and employees, and any additional entities as the WisDOT may request as additional insureds must be named as an Additional Insured which shall include: i) liability arising out of the Work performed by the named insured; ii) liability arising out of the supervision of the Work performed by or operations of the named insured; and iii) liability of the acts or omissions of the Additional Insureds relating to Work performed by the named insured for the Project, except for sole negligence of the Additional Insureds iv) will state that coverage is afforded on a primary and non-contributory basis.
  - d. Ongoing Construction Operation(s) in effect at all times while work is being performed by Contractor;
  - e. Subcontractors and Independent Contractors (if any);
  - f. Products and Completed Operations, including coverage applicable to additional insureds (as required by this agreement) with Completed Operations coverage to remain in force, whether by endorsement or renewal of coverage, including the Contractor, any party required to be indemnified by this Contract and any other party required by this Contract to be named as an additional insured, for at least two (2) years from the date of final completion of the Project and WisDOT's acceptance of the work; and

- g. Explosion, collapse, and underground hazards.
  - h. Contractual Liability (insured contract) coverage sufficient to meet the requirements of this Contract (including defense costs and attorney's fees assumed under contract);
  - i. Personal and Advertising Injury Liability coverage (with the standard contractual and employee exclusions deleted);
  - j. Notice and Knowledge of Occurrence conditions limited to the knowledge of relevant corporate officers or risk managers with an Unintentional Errors and Omissions provision (providing that the insurer may not deny coverage unless it can show that it has been prejudiced by a failure of the insured to comply with a condition of the policy); and
  - k. CG 22 79 07 98 (or equivalent) is the only acceptable Professional Liability Exclusion.
  - l. Operations performed within 50' of railroad
  - m. Contractors must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Project Site or "in transit". Contractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract until installed at the Project Site, Contractor tools and equipment, scaffolding and temporary structures.
2. Workers' Compensation and Employer's Liability insurance.
- a. Workers' Compensation Limits: Statutory Limits
  - b. Employer's Liability limits:  
 \$1,000,000 Bodily Injury by Accident, each accident \$1,000,000 Bodily Injury by Disease, each employee \$1,000,000 Bodily Injury by Disease, policy limits  
  
 Terms and conditions shall include:
    - USL&H – where applicable.
    - Jones Act – where applicable.
    - All states endorsement -where applicable.
3. Commercial Automobile Liability insurance as specified by Insurance Services Office (ISO), form CA 00 01, symbol 1 (any auto) with the following limits and endorsements:
- a. No Trucking or Hauling: \$1,000,000 Each Accident
  - b. Trucking or Hauling (Non Hazardous Materials): \$2,000,000 Each Accident
  - c. Trucking or Hauling Hazardous Materials: \$5,000,000 Each Accident with an MCS 90 Endorsement and ISO Endorsement CA 99 48.
4. For any work over water, whether deemed navigable or otherwise, Contractors Pollution Liability insurance with \$2,000,000 per occurrence and \$2,000,000 aggregate policy limits.

5. Aviation and/or Watercraft Liability insurance, as appropriate, including hull and protection and indemnity for watercraft, or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the WisDOT.

Contractor's failure to procure or maintain the insurance required by this Section and to assure all its Subcontractors of every tier maintain the required insurance during the entire term of the contract shall constitute a material breach of this contract under which the WisDOT may immediately suspend or terminate this contract or, at its discretion, procure or renew such insurance to protect the WisDOT's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the Contractor.

Contractor shall provide the WisDOT with certificates of insurance as evidence that required coverage's for insurance detailed in this section are in force. The bidder shall provide certificates of insurance in their pre-qualification statement as specified in 102.1.

Contractor shall notify the WisDOT at least 60 calendar days before a cancellation or material change in coverage and only obtain coverage from insurance companies licensed to do business in the state that have an AM Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The WisDOT will make no additional or special payment for providing insurance.

The above insurance requirements shall apply with equal force whether the Contractor or a Subcontractor, or anyone directly or indirectly employed by either, performs the work under the Project.

#### **9. Additional Insureds:**

All insurance required by this agreement (excluding only workers compensation insurance) shall name WisDOT, all parties required to be indemnified by this Contract and all other parties as reasonably requested by the WisDOT, as additional insureds. All policies (including primary, excess and/or umbrella) must provide that coverage shall be primary and non-contributory to any insurance maintained by the Contractor or the additional insured, all of which shall be stated on the Certificate of Insurance provided by the Contractor. The Additional Insured Endorsement shall be on Form CG 20 10 11/85, or CG 20 33 10/01 plus CG 20 37 10/01, or equivalent, and shall include ongoing and completed operations coverage, which shall not contain any restrictions.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT WISDOT MAY REQUIRE FROM THE CONTRACTOR, THEN THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.

- 10. Contractor Representations and Warranties to the WisDOT.** Contractor represents and warrants to the WisDOT or behalf of itself and its Subcontractors:

- a. That all information it submits to the WisDOT or the OCIP administrator shall be accurate and complete.
- b. That Contractor, on behalf of itself and its Subcontractors, has had the opportunity to read and analyze copies of the OCIP binders and specimen policies that are on file in the WisDOT's office. Any reference or summary in the contract, this special provision, the Insurance Manual, or elsewhere in any other contract document as to amount, nature, type or extent of OCIP coverage's and/or potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors have not relied upon said reference but solely upon their own independent review and analysis of the OCIP coverage's in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP coverage's and/or its potential applicability to any potential claim or loss.
- c. That the costs of OCIP coverage's were not included in Contractor's bid or proposal for the Work, the contract price, and will not be included in any change order, change modification, or any request for payment for the Work or extra work. The "costs of OCIP coverage's" is defined as the dollar amount of premiums, costs and fees the Contractor and its Subcontractors would have paid its insurance carrier to insure the operations and exposures which are being insured under the OCIP.
- d. That Contractor acknowledges that the WisDOT will not pay or compensate Contractor or any Subcontractor, in any manner, for costs of OCIP coverage's or for "insurance costs" except as specifically required to be maintained by Contractor by the terms of this special provision.

#### **11. Severability of Interests (Cross Liability):**

All insurance required by this agreement (excluding only workers compensation insurance) shall include a provision or be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. No cross liability exclusions are permitted and there may not be any restrictions in any policies that limit coverage for a claim brought by an additional insured against a named insured. Also, there shall not be any provision in any insurance policy which excludes or conditions coverage on the existence of a contract or other agreement requiring insurance.

#### **12. Breach of Insurance Requirements:**

The Contractor's failure to obtain and maintain insurance coverages as required by this agreement shall constitute a material breach of the Contract. In such event WisDOT may at its option: (i) terminate the Contractor for default; or (ii) purchase such coverage and backcharge the premium and associated costs to the Contractor; or (iii) at their respective option, WisDOT and/or an additional insured can require the Contractor and/or its Subcontractors to pay for attorney's fees, expenses, damages and liability as a result of any

claim or lawsuit to the extent coverage would have been provided to them under the Contractor's insurance but for the Contractor's breach WisDOT has the right to backcharge the Contractor for such sums. Furthermore, to the extent of their respective interest, the Insurers of those entities that were to be included as additional insureds are deemed to be third-party beneficiaries of the insurance procurement obligation.

### **13. Subcontractor:**

Before permitting any Subcontractor to perform work under a subcontract, the Contractor shall require by written contract that the Subcontractor maintain insurance in like form and amounts to that required herein. The Contractor shall be responsible to ensure that each Subcontractor maintains insurance in like form and amounts and shall Provide evidence of same if requested. Contractor shall provide copies of its Subcontractor's certificates of insurance coverage to WisDOT or the OCIP Administrator upon request.

### **14. Notice of Cancellation:**

All insurance coverages required by this agreement shall contain a provision that the coverage afforded thereunder cannot be cancelled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to WisDOT. The Contractor is responsible to provide replacement coverage conforming with the requirements of this agreement in the event of any cancellation, non-renewal or modification of any insurance coverages required by this agreement.

### **15. Limits of Insurance:**

The Contractor's insurance coverage and any additional insured coverage provided to WisDOT and any additional insured shall be for the full amount of any loss up to the policy(s) limits of liability and shall not be limited to the minimum insurance requirements of this Contract. The Contractor is responsible for notifying its insurance carriers in the event of a loss or potential loss involving coverage for the additional insureds. However, this does not prohibit any additional insureds from reporting a claim directly to the Contractor's insurance carriers.

### **16. Deductibles/Denial of Claims:**

The Contractor shall be responsible, at no additional cost to WisDOT, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this agreement, both for itself and all additional insureds. Any self-insured retention or deductible must be declared in writing at the time the Contractor submits its bid and must be specifically approved by WisDOT prior to execution of the Contract. The Contractor shall be responsible for any loss arising out of coverage denial by its insurance carrier. The Contractor may not procure policies that limit who may pay the SIR or deductible; rather, any SIR shall be payable by either the Contractor or the Subcontractor and the Contractor may not have a policy that prevents WisDOT from accessing or triggering coverage unless the SIR is paid by the Contractor. Contractor shall also ensure that similar conditions are incorporated into all subcontracts. In the event that WisDOT is required to pay any deductible and/or SIR to access any insurance policy, Subcontractor shall promptly reimburse the Contractor for such payment.

**17. No Waiver of Insurance Requirements:**

IT IS EXPRESSLY AGREED BETWEEN WISDOT AND THE CONTRACTOR THAT THE FAILURE OF WISDOT TO REQUIRE OR VERIFY COMPLETE AND TIMELY PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT SHALL NOT BE A WAIVER BY WISDOT OF ANY RIGHT OF WISDOT TO REQUIRE THE CONTRACTOR TO COMPLY WITH THESE INSURANCE REQUIREMENTS AND/OR TO SEEK DAMAGES BECAUSE OF THE CONTRACTOR'S FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS IN THIS CONTRACT.

**18. Audits.** Contractor agrees that the WisDOT, the OCIP administrator, and/or any OCIP insurer may audit Contractor's or any of its Subcontractor's Project payroll records, books and records, insurance coverage's, insurance cost information, or any other information that Contractor provides to the WisDOT, the OCIP administrator, or the OCIP insurers to confirm their accuracy and to assure that costs of OCIP coverage's are not included in any payment for the work.

**19. The WisDOT's Election to Modify or Discontinue OCIP.** The WisDOT may, for any reason, modify the OCIP coverage's, discontinue the OCIP, or request that Contractor or any of its Subcontractors withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its Subcontractors, as specified by the WisDOT in such notice, shall obtain and thereafter maintain at the WisDOT's expense, Contractor Maintained Coverages (or a portion thereof as specified by the WisDOT) of the OCIP coverage's. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to the WisDOT's approval.

**20. Withhold of Payments.** The WisDOT may withhold from any payment owing to Contractor the costs of OCIP coverage's if included in a request for payment. In the event the WisDOT audit of Contractor's records and information as permitted in the Contract, this special provision, or other contract documents reveals a discrepancy in the insurance, payroll, safety, or any other information required by the contract documents to be provided by Contractor to the WisDOT, or to the OCIP administrator, or reveals the inclusion of costs of OCIP coverage's in any payment for the work, the WisDOT will have the right to full deduction from the Contract Price of all such costs of OCIP coverage's and all audit costs. Audit costs will include but not be limited to the fees of the OCIP administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its Subcontractors fail to timely comply with the provisions of this special provision or the requirements of the Insurance Manual, the WisDOT may withhold any payments due Contractor and its Subcontractors until such time as they have performed the requirements of this special provision. Such withholding by the WisDOT will not be deemed to be a default hereunder.

**21. Waiver of Claim and Waiver of Subrogation:**

Where permitted by law, Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any, and any other Contractor or Subcontractor performing work or rendering services on behalf of the WisDOT in connection with the planning, development and construction of the Project, and Contractor shall require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation for claims described above.

**22. Waiver of Subrogation.** Where permitted by law, Contractor shall also require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

**23. Conflicts.** In the event of a conflict, the provisions of this special provision shall govern, then the provisions of the contract and its other related contract documents, then the provisions of the Insurance Manual.

**24. Safety.** Contractor shall be solely responsible for safety on the Project and safety relating to the Work. Contractor shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, and any safety standards established by the WisDOT for the Project, including the Project Safety and Health Plan Manual.

SEF-ZOO IC 13\_0114

**31. Subletting the Contract.**

*Replace standard spec 108.1.1 (3) with the following:*

If proposing to have a party other than a subcontractor perform work, notify the engineer and submit details of this arrangement in writing. The engineer will determine if that arrangement constitutes subcontracting. Submit copies of all other agreements between any parties regarding the performance of work under the contract with the Request to Sublet.

SEF Rev. 13\_0225

## **32. Pay Plan Quantity.**

### **A Bid Items Designated as Pay Plan Quantity**

*Replace standard spec 109.1.1.2 with the following:*

If the schedule of items designates a bid item with a **\*\*P\*\*** in the title, the department will not measure that bid item. The department will use the plan quantity, the approximate quantity shown on the schedule of items, for payment unless a contract revision affects a designated bid item.

If the engineer revises the contract under standard spec 104.2, the department will adjust the quantity of designated items that are affected by the revised work. The engineer will adjust the affected quantity, with a contract modification as defined in standard spec 101.3, regardless of the magnitude of the revised work, which may result in either an increase or a decrease from the quantity shown on the schedule of items. The department will measure revised work as specified in standard spec 109.1.1.1. If the engineer revises the contract to eliminate a designated item, the engineer will not pay for the designated item, except as specified in standard spec 109.5.

The approximate quantity shown on the schedule of items for a designated item is for information only and only an estimate. The engineer makes no guarantee that the quantity, which can be determined by computations based on contract information, will equal the approximate quantity shown on the schedule of items. The engineer will not make a quantity adjustment for discrepancies.

SEF Rev. 12\_0510

## **33. Force Account.**

*Supplement standard spec 109.4.5.1 (3)1 with the following:*

Include accumulation of wages to date for each employee performing force account work and identify allowable Federal Unemployment Tax (FUTA) and State Unemployment Tax (SUTA) multipliers.

SEF Rev. 13\_0228

## **34. Debris Containment B-40-889, Item 203.0225.S.01.**

### **A Description**

This special provision describes providing a containment system to prevent debris from structure removal, reconstruction, or other construction operations from falling onto facilities located under the structure. Using this containment system does not relieve the contractor of requirements under standard spec 107.17 and standard spec 107.19 or requirements under a US Army Corps of Engineers Section 404 Permit.

### **B (Vacant)**



### **C Construction**

Prior to starting work, submit a debris containment plan to the engineer for review. Incorporate engineer-requested modifications. Do not start work over IH-894/USH 45 until the engineer approves the debris containment plan.

Maintain adequate protection throughout construction for people and property within the potential fall zone. Ensure that a containment system capable of protecting underlying facilities from falling construction debris is in place before beginning deck repair, parapet removal, or other operations that may generate debris.

### **D Measurement**

The department will measure Debris Containment B-40-889 as a single lump sum unit of work for each structure, 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
203.0225.S.01	Debris Containment B-40-889	LS

Payment is full compensation for furnishing, installing, maintaining, and removing a debris containment system.

203-010 (20080902)

## **35. QMP Base Aggregate.**

### **A Description**

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

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.

- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  1. Production and placement control and inspection.
  2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

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

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

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

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

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

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

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

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
  4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

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

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

### **B.2 Personnel**

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

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

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

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

### **B.3 Laboratory**

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

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

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

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

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

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

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

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

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

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

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

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.

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

## **B.6 Test Methods**

### **B.6.1 Gradation**

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

**36. Expansion Device, B-40-889.**

**A Description**

This special provision describes furnishing and installing an expansion device in accordance to standard spec 502, as shown on the plans, and as hereinafter provided.

**B Materials**

The minimum thickness of the polychloroprene strip seal shall be ¼-inch for non-reinforced elastomeric glands and 1/8-inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements ASTM D3542, and have the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, min.	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	60 ± 5 pts.	ASTM D2240
Compression Set, 70 hours @212°F, max.	35%	D395 Method B Modified
Ozone Resistance, after 70 hrs. at 100°F under 20% Strain with 100 pphm ozone	No Cracks	ASTM D1149 Method A
Mass Change in Oil 3 after 70 hr. 212°F	45%	ASTM D471
Mass Change, max.		

Install the elastomeric strip seal gland with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070.

The manufacturer and model number shall be one of the following approved strip seal expansion device products:

<b>Manufacturer</b>	<b>Model Number Strip Seal Gland Size*</b>		
	<b>4-Inch</b>	<b>5-Inch</b>	<b>6-Inch</b>
D.S. Brown	SSA2-A2R-400	SSA2-A2R-XTRA	SSA2-A2R-XTRA
R.J. Watson	RJA-RJ400	RJA-RJ500	RJA-RJ600
Watson Bowman Acme	A-SE400	A-SE500	A-SE800
Commercial Fabricators	A-AS400	-----	-----

\*Expansion device strip seal gland size requirement of 4", 5", and 6" shall be as shown on the plans.

Furnish manufacturer's certification for production of polychloroprene represented showing test results for the cured material supplied, and certifying that it meets all specified requirements.

The steel extrusion or retainer shall conform to ASTM designation A 709 grade 36 steel. After fabrication, steel shall be galvanized conforming to the requirements ASTM A123.

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements.  
502-020 (20110615)

### **37. Wall Concrete Panel Mechanically Stabilized Earth, Item 532.0500.S.**

#### **A Description**

This special provision describes 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 Mechanically Stabilized Earth Concrete Panel Wall Systems**

The department specifies approved concrete panel mechanically stabilized earth wall products on the department's approved product 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 department's Bureau of Structures, Structures Development Section. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the concrete panels shall be furnished to the engineer at least 14 days prior to the start of production. The department maintains a list of pre-approved systems of retaining walls. To be eligible for use on this project, a system requiring pre-approval must have been pre-approved and added to that list prior to the bid opening date.

To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision. 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 the proposed wall design is in compliance with the design specifications. Four copies of the following shall be submitted to the engineer for review and acceptance no later than 60 days from the date of notification to proceed with the project.

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 ½ 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.

This work shall consist of furnishing the design, construction plans, construction specifications, shop drawings, materials, and the construction of a mechanically stabilized earth retaining wall as shown on the plans, as hereinafter provided and in accordance to the applicable portions of the AASHTO Standard Specification for Highway Bridges including interim specifications, the standard specifications, and standard engineering design procedures as determined by the department.

Design and construct the walls in accordance to the lines, grades and dimensions shown on the plans, as herein specified, and as directed by the engineer. Where walls or wall sections intersect with an included angle of 130 degrees or less, a vertical corner element separate from the standard panel face shall abut and interact with the opposing standard panels. The corner element shall have ground reinforcement connected specifically to that panel and shall be designed to preclude lateral spread of the intersecting panels.

The design of the mechanically stabilized earth retaining walls shall consider the internal stability of the wall mass, including reinforcement pullout resistance. The design shall be in compliance with the current AASHTO standard specifications for Mechanically Stabilized Earth Walls, except that the maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees. The walls shall be designed for the heights shown on the plans, and

shall include the effects of highway surcharge loading. The surface area of a single panel cannot exceed 60 square feet. The maximum height of a panel shall be 5 feet. The design of the steel reinforcement within the panels shall be based on one-way bending action. The soil reinforcement at the top of the wall shall be designed for an additional horizontal traffic load as given in AASHTO if a traffic rail or parapet is detailed. If the wall is installed in front of a bridge abutment, it shall also be designed to resist the applied abutment/bridge lateral forces. The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 the wall height or as shown on the plan. In no case shall this length be less than 8 feet. The soil reinforcement shall extend a minimum of 3 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be 31 inches. Connect 100% of the soil reinforcement to the wall. Metal ground reinforcement shall be prefabricated into single or multiple elements before galvanizing. Ground reinforcement shall be fabricated to avoid piling, drainage structures or other obstacles in the fill without field modifications. Cutting or altering of the basic structural section of either the strip or grid at the site is prohibited.

Use full wall height slip joints at points of differential settlement when detailed on the plan. Design the wall panels and joints between panels to accommodate a differential settlement of 1 foot over a 100-foot length. Use a wall leveling pad that consists of poured concrete masonry, Grade A conforming to standard spec 501 as modified in standard spec 716. Provide QMP for class II concrete as specified in standard spec 716. The minimum cross section of the leveling pad shall be 6-inches deep by 1-foot wide. The minimum embedment to the top of the leveling pad shall be 1 foot 6 inches or as given in the plan or as given in Section 5.8.1 of AASHTO, whichever is greater. Potential depth of frost penetration at the wall location shall not be considered in designing the wall for depth of leveling pad.

Step the leveling pad to follow the general slope of the ground line. The leveling pad's steps shall keep the bottom of the wall within one half the panel height of the minimum embedment i.e. the minimum embedment plus up to one half the height of one panel. Additional embedment may be detailed but will not be measured for payment.

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

#### **B.3.1 General**

The walls shall have modular precast concrete face panels produced by a wet cast process, and have cast-in-place concrete pads or footings. All steel portions of the wall system exposed to earth shall be either galvanized or epoxy coated. All ground reinforcement steel required for the reinforced volume shall be connected to the face panels and shall develop a factor of safety for the design force of 1.5 based on the failure load or based on the load at 0.5 inch deformation, whichever is less. The minimum strength of the precast concrete face panels shall be 4000 psi. The panel edges shall be configured so as to conceal the joints. The detail shall be a shiplap, tongue and groove or other detail adequate to prevent vandalism or ultraviolet light damage to the backside of the wall joint covering. Horizontal joints must be provided with a compressible bearing material to prevent concrete to concrete contact.

An 18-inch wide geotextile shall be used on the backface of the wall panels to cover the panel joints. The geotextile shall meet the physical requirements as stated in standard spec 645.2.4 for Geotextile Fabric, Type DF, Schedule B, except that the grab tensile strength shall be 180 lb or above in both the machine and cross-machine directions. The geotextile shall be attached with a standard construction adhesive suitable for use on concrete surfaces and cold temperatures. A geosynthetic waterproof membrane is not required to cover the reinforced mass.

### **B.3.2 Backfill**

Furnish and place backfill for mechanically stabilized earth concrete panel walls as shown on the plans and as hereinafter provided.

Provide and use backfill that consists of natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. It shall not contain foundry sand, bottom ash, blast furnace slag or other potentially corrosive material.

Provide material conforming to the following gradation requirements.

<b>Sieve Size</b>	<b>Percentage by Weight Passing</b>
1 inch	100
No. 40	0 - 60
No. 200	-0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90.

In addition, backfill material shall meet the following requirements.

<b>Test</b>	<b>Method</b>	<b>Value</b>
pH	AASHTO T-289	4.5 – 10.0
Sulfate content	AASHTO T-290	200 ppm max.
Chloride content	AASHTO T-291	100 ppm max.
Electrical Resistivity	AASHTO T-288	3000 ohm/cm min.
Angle of Internal Friction	AASHTO T-236	30 degrees min.

Prior to placement of the backfill, obtain and furnish to the engineer current certified report of test results that the backfill material complies with the requirements of this specification. Tests will be performed by a certified independent laboratory. When backfill characteristics and/or sources change, a certified report of tests will be provided for the new backfill material.

## **C Construction**

### **C.1 Excavation and Backfill**

Excavation will encompass the preparation of the foundation for the leveling pad and the reinforcing strips in accordance to standard spec 206. The volume of excavation covered is

limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. 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 back of the wall.

Compact all backfill behind the wall as specified in standard spec 207.3.6. For walls with a maximum height greater than 6 feet, compact the backfill to 95.0% of maximum density as determined by AASHTO T-99, Method C. Perform compaction testing on the backfill. When performing nuclear testing, use a nuclear gauge from the department's approved list, ensure that the operator is a HTCP certified Nuclear Density Technician I, and conform to CMM 8.15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 2-foot layer per 200 feet of wall, or major portion thereof. A minimum of one test for every 2-foot layer is required. Test sites shall be selected using ASTM Method D3665. Deliver documentation of all compaction testing results to the engineer at the time of testing. The cost of compaction testing shall be considered incidental to the cost of the wall.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

## **C.2 Panel Tolerances**

As backfill material is placed behind a panel, maintain the panel in its proper inclined position according to the supplier specifications and as approved by the engineer. Vertical tolerances and horizontal alignment tolerances shall not exceed  $\frac{3}{4}$ -inch when measured along a 10-foot straight edge. The maximum allowable offset in any panel joint shall be  $\frac{3}{4}$ -inch. The overall vertical tolerance of the wall (plumbness from top to bottom) shall not exceed  $\frac{1}{2}$ -inch per 10 feet of wall height. Erect the precast face panels to ensure that they are located within 1 inch from the contract plan offset at any location to ensure proper wall location at the top of the wall. Failure to meet this tolerance may cause the engineer to require the contractor to disassemble and re-erect the affected portions of the wall. Provide a  $\frac{3}{4}$ -inch joint separation between all adjacent face panels to prevent direct concrete-to-concrete contact. Maintain this gap by the use of bearing pads and/or alignment pins.

## **C.3 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 completing the excavation of the entire reinforced zone, the department's Regional Soils Engineer shall inspect the site and determine if the foundation is adequate for the intended loads. Allow the Regional Soils Engineer two working days to perform the inspection.

## **D Measurement**

The department will not measure Wall Concrete Panel Mechanically Stabilized Earth. The department will use pay plan quantity according to the Pay Plan Quantity article 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 ordered by the engineer, wall area constructed above or below these limits will not be measured for payment.

## **E Payment**

The department will pay for plan quantities according to the Pay Plan Quantity article at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
532.0500.S	Wall Concrete Panel Mechanically Stabilized Earth	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional system including cap and copings; constructing the retaining system; providing backfill, backfilling and compacting; and performing compaction testing. Parapets, railings, abutment bodies and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid 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.  
532-032 (20120615)

## **38. Field Facilities.**

*Replace standard spec 642 with the following:*

The department has procured its own Field Facilities located at 2424 S. 102nd Street; West Allis, WI 53227.  
SEF-ZOO IC 12\_0723

## **39. Traffic Control Deficiency Response Time Penalty.**

*Supplement standard spec 643.3.1(7) with the following:*

Upon receiving electronic notification from the engineer, clean, repair or replace all noted traffic control devices not performing as intended to the satisfaction of the engineer within 2 hours. Failure to clean, repair or replace each required traffic control item within the time limits specified above will result in daily monetary deductions of \$500 for each 24-hour period (or portion thereof starting 2 hours after time of notification) in which the traffic control deficiency exists.

SEF 13\_0425

## **40. Nighttime Work Lighting-Stationary.**

### **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)

## **41. General Requirements for Electrical Work.**

*Amend standard spec 651.2, Materials, by adding the following paragraphs:*

(7) The approved products list is located at:

<http://www.dot.wisconsin.gov/business/engrserv/docs/ap1/electrical.pdf>

- (8) Within 10 days of notice of award of contract furnish a complete list of materials proposing to use to Peter Daniels at the City of West Allis, (414) 302-8374, for review and comment. The engineer will provide material acceptance using input from the City of West Allis. Provide written and/or graphical depictions of the compatibility between all contract bid items to the engineer and City of West Allis. Depictions of compatibility shall consist of bolt pattern, bolt size and projection, base plate dimensions, etc.

**42. Electrical Service Meter Breaker Pedestal Station 6+40 – 13' LT, Item 656.0200.01.**

**A Description**

This work shall be in accordance to the requirements of standard spec 656, the plans, standard detail drawings, and as hereinafter provided.

**B Materials**

*Amend standard spec 656.2.3, Meter Breaker Pedestal Service, paragraph (1) to read as follows:*

- (1) Furnish an approved service having a meter breaker pedestal, 22,000-AIC circuit breakers unless the local utility requires otherwise, grounding electrodes and connections, conduit and fittings, and all necessary conductors and equipment required by the WSEC and the utility for a service connection. When the meter breaker pedestal is energized, install an approved meter seal at all access points on the meter trough. Meter shall be time of use type if local utility permits.

*Amend standard spec 656.2.3, Meter Breaker Pedestal Service, by adding the following paragraph:*

- (2) Furnish meter pedestal with black painted finish. Repaint meter pedestal using an epoxy primer and topcoat to match the lighting control cabinet finish if a black factory finish is not available.

**C Construction**

*Amend standard spec 656.3.2, Service Lateral, paragraph (1) to read as follows:*

- (1) The local utility shall furnish and install a 100 A, 120/240 volt AC, single phase, 3-wire underground electrical service lateral. Arrange and assume responsibility for the timely installation of the service lateral by the utility. The lateral shall be terminated at a meter pedestal as the plans show. Submit the application to the utility for all required electrical services. The City of West Allis will pay all utility installation costs directly.

Arrange for future monthly energy usage billing to be established in the name of the appropriate entity. Contact the City of West Allis for this information. Ensure that electrical service is installed and energized a minimum of one week prior to the lighting system activation deadline.

**D Measurement**

The department will measure the Electrical Service Meter Breaker Pedestal bid item as a single lump sum for each service, acceptably completed.

**E Payment**

In accordance to the plans and standard spec 656.5.

**43. Concrete Maintenance Platform, Item SPV.0060.01.**

**A Description**

This special provision describes installing a concrete maintenance platform at an automatic traffic recorder station.

**B Materials**

The contractor shall furnish the concrete and concrete forms.

**C Construction**

Under this bid item a 48" x 36" x 4" concrete maintenance platform will be constructed. Install concrete maintenance platform as specified in the plan details.

Before installation of the concrete maintenance platform, the earth shall be leveled and compacted around the type 2 concrete pole base.

Fifty two inches by forty inches of earth 4 inches deep shall be removed on the side of the pole opposite the roadway. (When you are standing on the platform looking into the cabinet you are also looking straight ahead at the roadway.)

Two by four lumber forms shall be constructed and laid in the area that the earth was removed from. The forms shall be leveled and squared before the concrete is poured.

The concrete is poured it shall be leveled and finished with a broom finish.

The area around the maintenance platform and type 2 concrete pole base shall be leveled to the top of the maintenance platform and seeded.

**D Measurement**

The department will measure Concrete Maintenance Platform as each individual concrete maintenance platform, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Concrete Maintenance Platform	Each

Payment is full compensation for furnishing all materials, including concrete and for constructing.

#### **44. Install Cellular Antenna and Antenna Cable, Item SPV.0060.02.**

##### **A Description**

This special provision describes installing department furnished cellular antennas and antenna cable as shown on the plans and as hereinafter provided.

##### **B Materials**

The department will provide Cellular antennas and antenna cable. The following antennas are included:

- Yagi Antennas with 10 dB Gain

All mounting material shall be stainless steel. Holes or notches shall not be drilled into a sign structure or pole. The sign structure or pole shall not be altered in any way.

Pick-up all department-furnished equipment from the SE Region West Allis Service Facility at 935 S. 60th Street, West Allis, WI 53214 at a mutually agreed upon time. Contact Mike Prebish at (414) 266-1170 to coordinate pick-up of equipment. Transportation of the equipment between the West Allis Service Facility and the field or interim location(s) shall be the responsibility of the contractor.

##### **C Construction**

Install the antennas on poles by means of a mast bracket as shown on the plans. Provide the mast bracket of a diameter and construction as recommended by the antenna manufacturer, and approved by the engineer. Electrical and physically bond the mast bracket to the pole. The bracket shall maintain good physical contact with the pole to assure proper grounding.

Place the antenna in the direction indicated on the plan and Communication Schematic to ensure 100% data transfer.

Connect the antenna drop cable to the antenna. The connection shall be fully sealed with waterproof antenna sealant type compound.

After the antenna is installed on the pole, and the antenna cable is connected from the antenna to the assembly, test the signal for data transfer and signal strength. The data transfer shall be at 100%, and the signal strength shall be 60 or better.

**D Measurement**

The department will measure Install Cellular Antenna and Antenna Cable as each cellular antenna and cable, 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	Install Cellular Antenna and Antenna Cable	Each

The payment is full compensation for installing antennas and cables and connections; for furnishing and installing mast brackets and mounting hardware; and for testing.

**45. Install Wavetronix Click 200 Module, Item SPV.0060.03.****A Description**

This special provision describes installing department furnished wavetronix click 200 module as shown on the plans and as hereinafter provided.

**B Materials**

Pick-up all department-furnished equipment from the SE Region West Allis Service Facility at 935 S. 60th Street, West Allis, WI 53214 at a mutually agreed upon time. Contact Mike Prebish at (414) 266-1170 to coordinate pick-up of equipment. Transportation of the equipment between the West Allis Service Facility and the field or interim location(s) shall be the responsibility of the contractor.

**C Construction**

Install the Wavetronix Click 200 Module in the cabinet on to the DIN rail as shown on the plans. The DIN rail shall maintain good physical contact with the cabinet to assure proper grounding.

Connect the Wavetronix Click 200 Module to the Wavetronix Power Module and to the Wavetronix unit as shown on the plan.

After the Wavetronix Click 200 Module is installed and the Wavetronix cable is connected to the Wavetronix unit, test to see that all of the traffic lanes are being collected correctly.

**D Measurement**

The department will measure Install Wavetronix Click 200 Module, as each Wavetronix Click 200 Module is 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	Install Wavetronix Click 200 Module	Each

The payment is full compensation for installing antennas and connections; for furnishing and installing mast brackets and mounting hardware; and for testing.

**46. Install Wavetronix Detector Module and HD 125 Cable, Item SPV.0060.04.**

**A Description**

This special provision describes installing and testing a department-furnished Wavetronix Detector (HD 125) Module and HD 125 Cable as shown on the Plans and as hereinafter provided.

**B Materials**

Pick-up all department-furnished equipment from the SE Region West Allis Service Facility at 935 S. 60th Street, West Allis, WI 53214 at a mutually agreed upon time. Contact Mike Prebish at (414) 266-1170 to coordinate pick-up of equipment. Transportation of the equipment between the West Allis Service Facility and the field or interim location(s) shall be the responsibility of the contractor.

**C Construction**

Make all Wavetronix detector cable connections to the field cabinet and Wavetronix detector (HD 125) module, to provide the required operation.

If any work proceeds at a location, without completion of testing procedures, the Contractor shall be responsible for the ultimate correct operation of the module and cables. The cost of correcting the Wavetronix Detector (HD 125) cables shall be borne entirely by the contractor.

The contractor shall demonstrate the functionality and accuracy of the vehicle detectors connected to each location. The traffic flow information obtained from each detector shall be within +/- 5% of each of two 10-minute manual data periods.

A field test shall be successfully conducted by the ITS Field System Integrator for each Wavetronix Detector (HD 125) Module, complete with connections. The test is designed to demonstrate that Wavetronix Detector (HD 125) Module integrated by the contractor operates correctly, and that all functions are in conformance with these Specifications.

Following successful completion of the above tests, the Wavetronix Detector (HD 125) Module shall be activated and left on for 30 consecutive days. During this period, all materials and components of the Wavetronix Detector (HD 125) Module shall operate as specified and without any failure.

The contractor / ITS Field System Integrator shall submit copies of the test results, including any unsuccessful and subsequently successful tests to the engineer prior to any field operations testing.

**D Measurement**

The department will measure Install Wavetronix Detector Module and HD 125 Cable 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.0060.04	Install Wavetronix Detector Module and HD 125 Cable	Each

The payment is full compensation for installing the Wavetronix Detector Module and HD 125 Cable; for making all connections; and for furnishing all testing.

**47. Install Solar Power Unit 120 Watt, Item SPV.0060.05.****A Description**

This section describes installing department furnished solar power units.

**B Materials**

Pick-up all department-furnished equipment from the SE Region West Allis Service Facility at 935 S. 60th Street, West Allis, WI 53214 at a mutually agreed upon time. Contact Mike Prebish at (414) 266-1170 to coordinate pick-up of equipment. Transportation of the equipment between the West Allis Service Facility and the field or interim location(s) shall be the responsibility of the contractor.

**C Construction**

Install and test the charge regulator and solar battery. Make the necessary electric connections between the components of the solar power unit. Mount the solar panels and enclosure; all necessary hardware for mounting is incidental. Program the solar power unit according to the manufacturer's instructions.

The solar power unit shall be activated and left on for 30 consecutive days. During this period, all materials and components of the solar power unit shall operate as specified and without any failure. In event of a failure, the engineer will suspend the 30-day test until the failures are corrected, at which time the test will resume.

**D Measurement**

The department will measure Install Solar Power Unit 120 Watt as each individual assembly, 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.0060.05	Install Solar Power Unit 120 Watt	Each

Payment for Install Solar Power Unit 120 Watts is full compensation for installing the solar power unit on a pole, for making all connections, for furnishing all programming, and for furnishing all testing.

#### **48. Install Poles Type 3, Item SPV.0060.06.**

##### **A Description**

This special provision describes installing poles Type 3 for automatic traffic recorder stations.

##### **B Materials**

Pick-up all department-furnished equipment from the SE Region West Allis Service Facility at 935 S. 60th Street, West Allis, WI 53214 at a mutually agreed upon time. Contact Mike Prebish at (414) 266-1170 to coordinate pick-up of equipment. Transportation of the equipment between the West Allis Service Facility and the field or interim location(s) shall be the responsibility of the contractor.

##### **C Construction**

Under the bid item Poles, install poles, ventilated pole caps, and all necessary miscellaneous hardware to complete the installation of the poles.

Install poles as specified in the plan details.

Before installation, clean each pole of all oil and foreign matter.

Follow the application procedure and drying time instructions provided by the corrosion preventative manufacturer.

##### **D Measurement**

The department will measure Install Poles Type 3 as each individual pole, acceptably completed.

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Install Poles Type 3	Each

Payment is full compensation for installing all materials, including poles and all hardware and fittings necessary to install the pole.

#### **49. Install Pole Mounted Cabinet, Item SPV.0060.07.**

##### **A Description**

This special provision describes installing department furnished aluminum enclosures on poles for intelligent transportation systems equipment, as shown on the plans and as hereinafter provided.



## **B Materials**

All bolts, nuts, and washers that are subject to corrosion shall be stainless steel unless otherwise specified.

All conductors, terminals, and parts that could be hazardous to maintenance personnel shall be protected with suitable insulating material.

The cabinet will be equipped with service panels. Two panels will be provided and mounted on the cabinet sidewalls. The left side panel will be designated as "Input/Communications", and the right side panel will be designated as the "Service Panel".

The service panel will be equipped with a four-outlet handi-box. The handi-box shall be wired to the series portion of the SHA-1210 specified herein.

The cabinet will be protected by a filtering surge protector. The protector will have the following minimum features:

Peak Current	20,000 amps
Life Test	5% change
Clamp Voltage (L-N)	280V @ 20KA
Response Time	Voltage never exceeds 28 volts during surge
Continuous Service Current	10 amps maximum 120VAC 60Hz

Metallic conduit, fittings, and adapters required from the underground conduit transition point to the cabinet shall be provided as part of this item. Metallic conduit shall be supplied in accordance to standard spec 652. Conduit and fittings shall be sized according to the plan. Installation shall require one two-inch conduit for electrical wire.

Pick-up all department-furnished equipment from the SE Region West Allis Service Facility at 935 S. 60th Street, West Allis, WI 53214 at a mutually agreed upon time. Contact Mike Prebish at (414) 266-1170 to coordinate pick-up of equipment. Transportation of the equipment between the West Allis Service Facility and the field or interim location(s) shall be the responsibility of the contractor.

## **C Construction**

The contractor shall securely fasten the field cabinet onto a pole (pole paid separately). Provide bolted stainless steel connections with lock washers, locking nuts, or other engineer-approved means to prevent the connection nuts from backing off. Isolate dissimilar materials from one another by stainless steel fittings.

Make all power connections to the cabinet as specified in standard spec 656.

The cabinet shall be drilled and tapped, as necessary, to mount the terminal blocks and other attachments to the service panel, to provide an entrance on the back of the cabinet for cable from the pole mounted intelligent transportation systems equipment, and to mount the service panel to the cabinet as shown in the details. Sharp edges, or burrs, caused by the cutting or drilling process shall be removed. All openings shall be sealed to prevent water from entering the cabinet.

The surge protector shall be mounted to the service panel.

Conduit shall be installed exterior to the pole (for entrance to the cabinet from the ground) as shown in the plans, and in accordance to the applicable requirements of standard spec 652.

**D Measurement**

The department will measure Install Pole Mounted Cabinet as each individual assembly, 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.0060.07	Install Pole Mounted Cabinet	Each

Payment for Install Pole Mounted Cabinet is full compensation for installing the pole mounted cabinet, for making all connections and conduit/wire entrances, and for furnishing all testing.

**50. Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.08.**

**A Description**

This special provision describes closing and subsequently opening a freeway entrance ramp within the allowable time periods as detailed in the Prosecution and Progress article of these special provisions. All work shall be in accordance to standard spec 643, the plans, and as directed by the engineer.

**B (Vacant)**

**C Construction**

Drums, barricades and signs will be paid for separately under the contract traffic control items and may remain along the roadway when not in use. Signs shall not be visible to traffic when not in use.

**D Measurement**

The department will measure Traffic Control Close-Open Freeway Entrance Ramp as each entrance ramp is closed and subsequently opened to traffic within the allowable time periods as detailed in Article 3, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Traffic Control Close-Open Freeway Entrance Ramp	Each

Payment is full compensation for setup and subsequent removal of all traffic control devices within the allowable time periods as detailed in the Prosecution and Progress article.

**51. Traffic Control Close-Open Freeway to Freeway System Ramp, Item SPV.0060.09.****A Description**

This special provision describes closing and subsequently opening a freeway to freeway system ramp within the allowable time periods as detailed in the Prosecution and Progress article of these special provisions. All work shall be in accordance to standard spec 643, the plans, and as directed by the engineer.

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

Drums, barricades, signs, lights and arrow boards will be paid for separately under the contract traffic control items and may remain along the roadway when not in use. Signs shall not be visible to traffic when not in use.

**D Measurement**

The department will measure Traffic Control Close-Open Freeway to Freeway System Ramp as each system ramp is closed and subsequently opened to traffic within the allowable time periods as detailed in Article 3, 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	Traffic Control Close-Open Freeway to Freeway System Ramp	Each

Payment is full compensation for setup and subsequent removal of all traffic control devices within the allowable time periods as detailed in the Prosecution and Progress article.

**52. Traffic Control Interim Freeway Lane(s) Closure, Item SPV.0060.10.****A Description**

This special provision describes closing and subsequently opening, per direction of travel, a lane or two lanes on the freeway within the allowable time periods as detailed in the

Prosecution and Progress article of these special provisions. All work shall be in accordance to standard spec 643, the plans, and as directed by the engineer.

**B (Vacant)**

**C Construction**

Drums, barricades, signs, lights and arrow boards will be paid for separately under the contract traffic control items and may remain along the roadway when not in use. Signs shall not be visible to traffic when not in use.

**D Measurement**

The department will measure Traffic Control Interim Freeway Lane(s) Closure, per direction of travel, by the unit each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Traffic Control Interim Freeway Lane(s) Closure	Each

Payment is full compensation for setup and subsequent removal of all traffic control devices, per direction of travel, within the allowable time periods as detailed in the Prosecution and Progress article.

**53. Adjust Water Valve, Item SPV.0060.11.**

**A Description**

This special provision describes the adjustment of existing water valve boxes to match the proposed finish grade.

**B (Vacant)**

**C Construction**

**C.1 Water Valve Boxes**

The contractor will adjust water valve boxes up and down as required by contractor operations. The contractor will set the finished valve box in a plumb, vertical position flush with the pavement or terrace, whichever applies.

Protect the top section of the box. If the section is accidentally broken, a new top section can be obtained from the West Allis City Yard, 6300 West McGeoch Avenue.

After the pavement is installed, if the City of West Allis Water Department determines the valve is inoperable due to displacement or faulty adjusting or lack of protection, the contractor will be required to perform all work necessary to correct the condition and make the valve operational at his own expense and with five days of notification by the city.

**D Measurement**

The department will measure Adjust Water Valve Box as each individual unit, acceptably completed, regardless of the number and amount of adjustments made to the valve box.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Adjust Water Valve Box	Each

Payment is full compensation for furnishing and installing all materials for the number and amount of adjustments made to the valve box.

**54. Lighting Control Cabinet Special, Item SPV.0060.12.****A Description**

This special provision describes furnishing and installing a lighting control cabinet with all electrical components, post, mounting hardware, and wiring assembled.

**B Materials****B.1 Enclosure**

Provide a NEMA 3R minimum enclosure made from .125" Type 5052-H32 aluminum. The doorframe shall be double flanged and gasketed. All exterior hardware shall be stainless steel. Door handle shall be 3/4" diameter stainless steel with three point latching system and hasp. Provide mounting plates at back (interior) of enclosure. Provide a weatherproof pad lock with 2-3/8" wide body, repinnable/replaceable cylinder, and five keys. There shall be no louvers or Corbin main door lock. Furnish an enclosure large enough for all required equipment and interior clearances.

Enclosure shall have a factory prefabricated photocell receptacle.

Enclosure shall be furnished with a black painted finish. Epoxy primer and topcoat shall match other components of the assembly and lighting bid items in the contract.

Enclosure shall be post mounted to a concrete foundation using an aluminum standard conforming to the pertinent provisions in standard spec 657.2.4.

**B.2 Panel Equipment**

Furnish a 100A 2-pole main circuit breaker, and at least 2-30A 2P common trip branch circuit breakers to provide for up to two 240V lighting circuits. Provide a ground bus bar in addition to the copper bus bars. Provide bolt-on, thermal-magnetic circuit breakers that clearly indicate ON, OFF, or TRIPPED position in the panel.

**B.3 Photocell**

Furnish a button type photocell and install into the enclosure's prefabricated receptacle. Apply silicone caulk to maintain the watertight integrity of the enclosure. The photocell shall be rated for the installation with 30-60 second delay between "on-off" operations.

**B.4 Time Switch**

Furnish an astronomic microprocessor-based 2-channel controller.

**B.5 HOA Switch**

Provide a hand-off-auto switch that is accessible without opening dead-front door.

**B.6 Incidental Materials**

Furnish all conduit, straps, clamps, threaded rod and other mounting hardware as required to complete a full installation. Secure all wiring using screw attachment type straps; adhesive type shall not be allowed.

**C Construction**

Install the control cabinet as shown the standard detail drawing for “Post Mounted Controller Service Installation”, as shown on the plans and per the local utility requirements. Pretest the cabinet prior to shipment to the site.

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.

**D Measurement**

The department will measure Lighting Control Cabinet Special 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.0060.12	Lighting Control Cabinet Special	Each

Payment is full compensation for furnishing and installing photo control, panel, aluminum standard, mounting hardware, enclosure, grounding, wiring and electrical components.

**55. LED Luminaire and Mounting Arm, Item SPV.0060.13.****A Description**

This special provision describes furnishing and installing LED luminaires and Mounting Arms at the locations shown in the plan.

**B Materials****B.1 Material Qualifications**

Furnish a complete list of documentation in accordance to standard spec 651.2 and the following requirements. Be prepared to provide the following materials and/or data to the engineer for review and approval:

One example luminaire matching what is proposed for use on the project. Example luminaire shall be available for evaluation for up to two weeks time. Furnish the following list of specific documentation detailing the characteristics of the LED luminaire:

- Fixture IES files (.ies format) for illumination modeling.
- Lighting design calculations using the proposed luminaire.
- Cut sheets, warranty information and parts list for all equipment.
- Luminaire heat dissipation techniques.
- Energy usage information.
- Color spectrum with HID lamp comparison.
- Optical design features.
- Luminaire to pole mounting methods and equipment.

The information required in the above list must be furnished to the City of West Allis and the engineer after letting. The City of West Allis will not approve any materials prior to bid letting. Do not order materials until the engineer approves the list.

## **B.2 Luminaire and Mounting Arm**

Furnish LED luminaires with a slim, low profile design that minimizes wind loading. Luminaires shall be constructed of cast and extruded aluminum with integral, weathertight LED driver components with high performance aluminum heat-sinks. Each luminaire shall use a terminal block for power input suitable for #2 to #14 AWG wire. Luminaire shall be IESNA Type II Short distribution with partial backlight control.

Luminaire mounting shall allow for a maximum horizontal offset from the pole between 0.5-feet to 4-feet. Luminaire mounting offset may vary. Luminaire mounting shall be rigid and weather tight. Mounting arm shall work with both the light pole and the structure railing posts in the same fashion. Engineer shall approve the mounting equipment prior to ordering materials.

### **B.2.1 Electronic Components**

Luminaire shall accommodate varied lighting output from high brightness, 6000K (+/-500K), minimum 70 CRI, LED sources. Drivers shall operate across 120-277V, 50/60 Hertz as standard. LED drivers shall have a power factor greater than 90%. All luminaires shall come equipped with an integral surge suppression protection standard and a quick disconnect harness suitable for mate and break under load provided on power feed to driver for ease of maintenance.

### **B.2.2 Optical / Illumination Performance**

Luminaire shall illuminate the average section of the path using the proposed lighting layout and mounting equipment on the subject project to the following preset criteria:

- Luminaire tested and certified by an independent test laboratory to meet the photometric performance criteria established by IESNA LM-79.
- Luminaire shall be IESNA Type II Short distribution.

- Luminaire shall deliver a minimum of 3,500 lumens and be rated to consume no more than 160 watts (+/- 10%) while operating for a minimum of 70,000 hours (+/- 10%).
- The resulting illumination of the average section of the path under the proposed lighting layout and mounting equipment shall meet an average illumination of 1.0 foot-candles and an average-minimum illumination ratio of 4.0:1; all within a tolerance of +/- 5%.

### **B.2.3 Finish**

The luminaire fixture finish shall feature an epoxy primer with a black powder topcoat, providing resistance to corrosion, ultraviolet degradation and abrasion. Alternative equivalent finishes shall be approved by the engineer.

### **B.2.4 Ratings / Certification**

Luminaires shall be rated and/or certified as follows:

- U.L. listed for wet locations.
- RoHS compliant for lead and mercury standards.
- IP-65 minimum weather fastness rating.
- IDA dark sky cutoff rating.

## **C Construction**

Install LED Luminaire in accordance to the pertinent provisions of standard spec 659 and as the manufacturer directs.

## **D Measurement**

The department will measure LED Luminaire and Mounting Arm 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.0060.13	LED Luminaire and Mounting Arm	Each

Payment is full compensation for furnishing all materials; and installing a complete luminaire and mounting arm.

## **56. Exposing Existing Utility Unpaved Area, Item SPV.0060.14.**

### **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 unpaved surfaces more than 6 feet outside a



paved surface, 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.

## **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 unpaved surfaces at locations where the existing utility is being exposed. 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 at own 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), Milwaukee, County, NAD 83 (97). 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 one-inch (25.0 mm) sieve removed. The remaining granular material shall conform to the specifications for backfill for trench excavation. 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. Where near a ramp, reference the ramp alignment. 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, Unpaved Area 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 the measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Exposing Existing Utility Unpaved Area	Each

Payment is full compensation 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 temporary shoring

SEF Rev. 13\_0424

### **57. Mobilizations Emergency Pavement Repair, Item SPV.0060.15.**

#### **A Description**

Furnish and mobilize personnel, equipment, traffic control, and materials to the project site to repair the existing pavement or Asphaltic Surface Temporary on an emergency basis as the engineer directs.

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

### **C Construction**

Mobilize with sufficient personnel, equipment, traffic control, materials and incidentals on the jobsite within 4 hours of the engineer's written order to repair the existing pavement on an emergency basis.

An emergency is a sudden occurrence of a serious and urgent nature, beyond normal maintenance of the existing pavement or the Asphaltic Surface Temporary. Under this definition, an emergency mobilization requires immediate action to move necessary personnel, equipment, and materials to the emergency site followed by immediate repairs of the existing pavement or the Asphaltic Surface Temporary.

### **D Measurement**

The department will measure Mobilizations Emergency Pavement Repair as each individual mobilization, acceptably completed. The department will not include delivering and installing pavement repair or maintenance materials provided for in specific contract bid items. All traffic control items used for each Mobilization will be considered incidental to the Mobilization.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Mobilizations Emergency Pavement Repair	Each

Payment is full compensation for the staged moving of personnel, moving equipment, setting up and removing traffic control, traffic control materials, and moving materials. The department will pay separately for delivery and installation of pavement repair materials under the other bid items in this contract. The department will not pay separately for traffic control items and materials even though they may be included in other bid items in this contract and will consider them incidental to each Mobilization.

SEF Rev. 12\_1008

## **58. Inlet Cover Replacement, Item SPV.0060.16.**

### **A Description**

This special provision describes removing and replacing inlet covers in accordance to standard spec 611 and in accordance to the plan details.

### **B Materials**

Furnish inlet covers Type BW that are according to the pertinent requirements of standard spec 611.

Furnish concrete in accordance to standard spec 416.2.4.

**C Construction**

Remove materials to the limits shown on the plans and properly dispose of the materials and inlet covers.

Install the inlet covers Type BW in accordance to the pertinent requirements of standard spec 611.

Place new concrete in accordance to the pertinent requirements of standard spec 416.

**D Measurement**

The department will measure Inlet Cover Replacement as each individual inlet cover replacement, 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.0060.16	Inlet Cover Replacement	Each

Payment is full compensation for sawing, removing the existing asphalt overlay, existing concrete shoulder and existing inlet cover; for properly disposing of all removed materials; providing and installing inlet covers type BW, for providing drilling and installing tie bars, for providing and installing new super high early strength concrete.

**59. Floor Drains Type H Modified, Item SPV.0060.17.**

Construct the floor drains in accordance to standard spec 514 and in accordance to the plan details.

**60. Baseline Vibration Monitoring, Item SPV.0060.18; Production Vibration Monitoring, Item SPV.0060.19.****A Description**

This special provision describes developing a vibration monitoring plan, deploying seismographs, documentation, and reporting for the entire project work site.

**B (Vacant)****C Construction****C.1 Equipment**

Monitor the following operations with a seismograph meeting the requirements of Wisconsin Department of Safety and Professional Services SPS307.43.

- Bridge and sign bridge pile driving or bridge demolition
- Sheet pile installation and removal
- MSE wall compaction
- Asphalt compaction
- Pavement breaking
- All compaction activities utilizing large vibratory rollers
- Any other activities that may cause vibration damage to adjacent buildings, structures, or utilities.

## **C.2 Preconstruction Survey**

The engineer may conduct preconstruction surveys of structures that may be potentially affected by vibration prior to any work. The engineer may visually inspect and record all existing defects in the structures before construction. Photographs and/or video may be used to assist in documentation.

The contractor has the option to conduct and document pre-construction surveys of any additional nearby buildings or structures that have a potential for vibration damage. Make these records available to the engineer for review in the event of a claim filed for the property. Any damage resulting from excessive vibration-causing operations is the responsibility of the contractor. The contractor may, at their own expense, monitor vibrations that are not part of the vibration monitoring plan for their own record keeping purposes.

## **C.3 Monitoring Plan**

Submit a monitoring plan that includes the following:

- Copies of the contractor's pre-construction survey, if conducted, with discussion of finding.
- Location of each vibration-inducing activity to be monitored.
- Location at which the approved seismograph will be placed.
- Anticipated vibration levels at the closest building(s) or other sensitive facility.
- Monitoring duration for baseline and production vibration monitoring.
- Maximum allowable vibration limits.
- Mitigation plan to reduce potentially excessive vibration levels to acceptable limits.

Obtain the engineer's acceptance seven calendar days before any vibration-inducing activity for the project.

## **C.4 Monitoring and Recording**

Ensure that a trained person who has been approved by the engineer performs vibration monitoring. Obtain approval of seismograph locations and durations from the engineer. Monitor between the vibration-causing work and the closest structure or other sensitive facility subject to vibration damage, and as close as practical to the subject structure or facility. Monitor vibration levels in accordance to the figures 1 and 2 and SPS 307.43:

If any vibration levels exceed the nuisance levels shown in Figure 1 and Figure 2, immediately halt the vibration-causing work and notify the engineer.

Nuisance Limit		Damage Limit	
Frequency (Hz or CPS)	Peak Velocity (In/Sec)	Frequency (Hz or CPS)	Peak Velocity (In/Sec)
		1	0.18
2	0.5		
		4	0.75
5	0.35		
10	0.35		
		15	0.75
20	0.27		
30	0.21		
		35	2.0
40	0.21	40	2.0
50	0.21	50	2.0
60	0.2	60	2.0
		70	2.0
		80	2.0
		90	2.0
		100	2.0

Figure 1

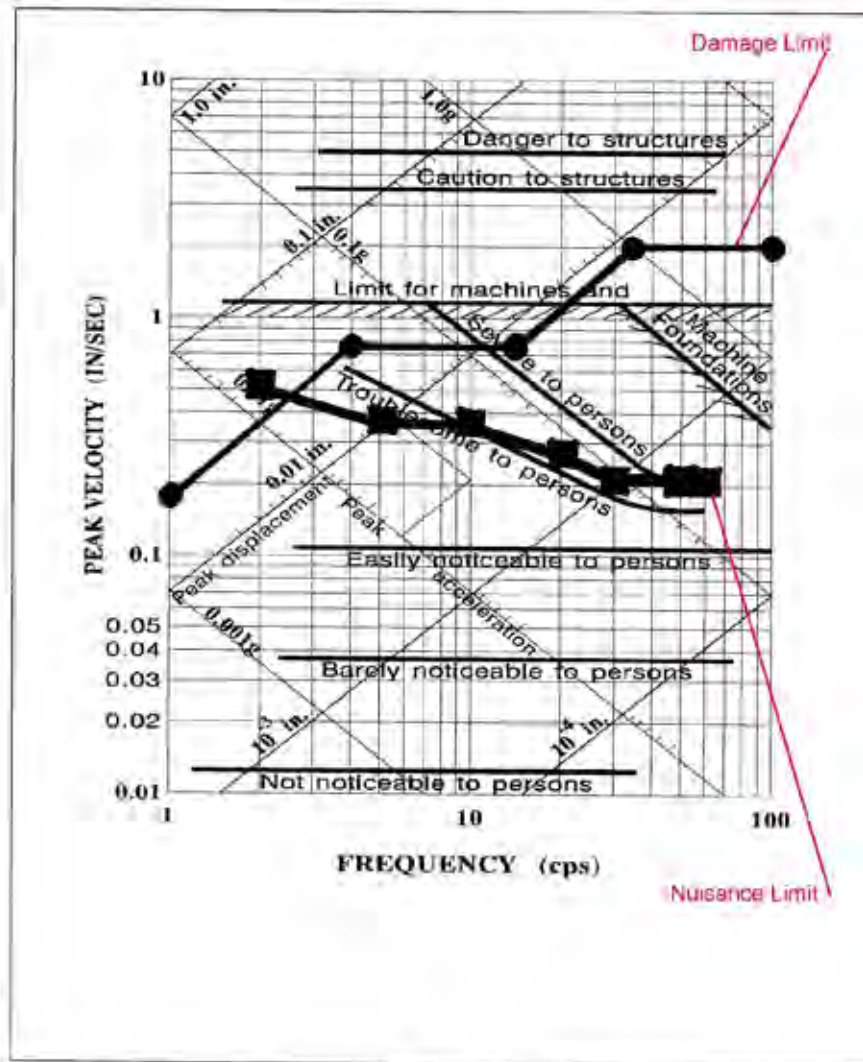


Figure 2  
Amplitude of Vertical Vibrations

Perform Baseline Vibration Monitoring for the following construction operations at each seismograph recording location as described herein in accordance to the approved vibration monitoring plan to establish baseline vibrations:

- Bridge and sign bridge pile driving or bridge demolition.
- Sheet pile installation and removal.
- MSE wall compaction.
- Asphalt compaction.
- Pavement breaking.
- All compaction activities utilizing large vibratory rollers.
- Other activities not listed that may cause vibration damage to adjacent buildings, structures, or utilities.

Compare the measured peak particle velocity and frequency data to the nuisance limits specified in Figures 1 and 2. Record peak particle velocity and frequency in three mutually perpendicular directions.

Furnish data recorded for each construction operation during the baseline vibration monitoring to the engineer prior to the next vibration-causing workday. Include the following:

- Serial number of vibration monitoring instrument used and record of latest calibration.
- Description of contractor's equipment.
- Name of qualified observer and interpreter.
- Distance and direction of recording station from vibration-causing area.
- Type of ground, from boring log, at recording station and material on which the instrument is sitting.
- Principal frequency, amplitude and particle velocity in each component direction.
- Copy of records of seismograph readings, dated and signed by the person approved by Engineer to perform vibration monitoring.
- Contractor documentation of any operational changes necessary to reduce vibration levels below nuisance levels.

Identify the location(s) and duration(s) to begin or continue Production Vibration Monitoring, and obtain approval from the engineer prior to implementation. Complete Production Vibration Monitoring daily following the recording and documentation procedure previously described for Baseline Vibration Monitoring.

#### **D Measurement**

The department will measure one each of the item, Baseline Vibration Monitoring, for each seismograph recording location where Baseline Vibration Monitoring is acceptably completed.

The department will measure one each of the item, Production Vibration Monitoring, for each seismograph recording location where Production Vibration Monitoring is acceptably completed, regardless of duration.

#### **E Payment**

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



ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0060.18	Baseline Vibration Monitoring	Each
SPV. 0060.19	Production Vibration Monitoring	Each

Payment of the item Baseline Vibration Monitoring is full compensation for setting up and removal of the recording unit, an approved vibration monitoring plan, monitoring and recording vibrations, and reporting.

Payment of the item Production Vibration Monitoring is full compensation for daily monitoring and recording vibrations, and reporting. No payment for daily monitoring will be paid for without Baseline Vibration Monitoring approval.

SEF 13\_11xx

## **61. Fence Temporary, Item SPV.0090.01.**

### **A Description**

This special provision describes furnishing, erecting and maintaining temporary chain link fence including gates, as shown on the plans and as directed by the engineer, in accordance to standard spec 616, and as hereinafter provided. The intent of this specification is to provide a secure enclosure.

### **B Materials**

Fencing parts furnished do not have to be new materials. Used, re-rolled and open seam materials will be permitted. Gates shall be a minimum of 12 feet wide.

No specific metallic coating will be required for the chain link fencing materials. Materials furnished do not have to be of the same type. Fence height shall be a minimum of 6 feet.

The engineer may reject fencing materials which, in the engineer's opinion, are too damaged or misaligned to provide acceptable closure.

### **C Construction**

Fence posts may be driven into the ground or set in augered holes, backfilled and compacted. Minimum embedment shall be 4 feet. In paved areas fence posts shall be fastened to either temporary concrete barrier or the pavement by methods ensuring a secure enclosure. Where fence is installed in areas that are not to be disturbed by subsequent construction activities, the disturbed area shall be restored in kind at no additional cost to the department.

### **D Measurement**

The department will measure Fence Temporary by the linear foot, acceptably completed from end posts, center to center, along the ground line. Temporary fence will be measured once for payment. Additional measurement for fence maintenance and removal will not be made.

**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	Fence Temporary	LF

Payment is full compensation for furnishing all materials; erecting posts, gates and fence; maintaining fencing; removing and disposing of fencing; restoring disturbed areas.

Work under this item shall include maintenance and removal of the temporary fence.

**62. Wet Reflective Temporary Pavement Marking Tape, SPV.0090.02.****A Description**

Apply temporary pavement markings in accordance to the standard spec 649.2.2, except as hereinafter modified.

**B Materials**

Provide 3M Stamark Wet Reflective Removable Tape Series 780 temporary pavement marking tape.

**C Construction**

Within the freeway mainline crossover areas, provide 3M Stamark Wet Reflective Removable Tape Series 780 temporary pavement marking tape for both directions of travel. Provide the wet reflective tape for pavement marking left and right edgelines and lane divider lines. Freeway mainline crossover areas are defined as lane shifting areas where the freeway mainline pavement marking lane divider skips are replaced with a solid 4" white line in the traffic control plan set.

Apply the wet reflective tape according to product application specifications.

**D Measurement**

The department will measure Wet Reflective Temporary Pavement Marking Tape in length by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Wet Reflective Temporary Pavement Marking Tape	LF

Payment is full compensation for furnishing, applying, maintaining the wet reflective pavement marking tape for the duration of the contract, for pavement marking removal; including dust and residue collection and disposal.

SEF Rev. 12\_0330

## **63. Pavement Cleanup Project 1100-03-79, Item SPV.0105.01.**

### **A Description**

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site.

### **B Materials**

#### **B.1 Pavement Cleanup**

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Vacuum equipment shall have a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified herein or approved by the engineer.

### **C Construction**

#### **C.1 Pavement Cleanup**

Keep all pavements, curb lanes and gutters both closed and open to public traffic within the job-site boundaries free of dust and debris generated from any activity under the contract. Keep all pavements, curb lanes and gutters adjacent to the project free of dust and debris that are affected by land disturbing, dust generating activities, as defined in the contractor's dust control implementation plan.

Provide surveillance to identify if material is being tracked from the jobsite. Clean up spillage and material tracked from the project within an hour of occurrence or as directed by the engineer. Perform cleanup operations in a safe manner.

Provide routine sweeping of all pavements, curb lanes and gutters on local street active haul routes a minimum of once a day as defined in the Dust Control Implementation Plan (DCIP) or as directed by the engineer. Routine sweeping shall occur on Cleveland Avenue at a minimum.

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to deal with dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Respond to emergency sweeping requests within 4 hours.

If the vacuum-type sweeper breaks down, a mechanical broom sweeper may be substituted for no more than 24 hours total elapsed time. Repair the vacuum-type sweeper within that 24 hours or substitute a vacuum-type sweeper.

Skid steers with mechanical power brooms may only be utilized on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer.

**D Measurement**

The department will measure Pavement Cleanup Project 1090-07-73 as a single lump sum unit of work, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Pavement Cleanup Project 1100-03-79	LS

Payment schedule for this item will be in accordance to the percentage of contract value earned.

Payment is full compensation for surveillance, mobilization, sweeping, and disposing of materials.

SEF Rev. 12\_1008

**64. Survey Project 1100-03-79, Item SPV.0105.02.****A Description**

Perform work according to standard spec 105.6 and 605.

This special provision describes modifying standard specs 105.6 and 650 to define the requirements for construction staking for this contract.

*Replace standard spec 105.6.2 with the following:*

The department will not perform any construction staking for this contract. Obtain engineer's approval prior to performing all survey required to lay out and construct the work under this contract.

The survey includes establishing horizontal and vertical position for all aspects of construction including but not limited to storm sewer, subgrade, base, curb, gutter, curb and gutter, pipe culverts, structure layout, pavement, barriers (temporary and permanent), electrical installations, supplemental control, slope stakes, ITS, FTMS, utilities, landscaping elements, traffic control items, fencing, etc.

The department may choose to perform quality assurance surveys during the project. These quality assurance surveys do not relieve the responsibility for performing all survey work required to lay out and construct the work under this contract.

*Delete standard spec 650.1.*

**B (Vacant)**

## **C Construction**

Conform to standard spec 650.3 and as modified in this special provision.

*Replace standard spec 650.3.3.1 with the following:*

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if, in the engineer's opinion, the GPS machine guidance is producing unacceptable results.

*Replace standard spec 650.3.3.3.4.1 with the following:*

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

*Add the following to standard spec 650.3.3.3.6.2:*

Record all subgrade elevation checks and submit a hard copy to the engineer at the completion of the project.

## **D Measurement**

*Replace standard spec 650.4 with the following:*

The department will measure Survey Project 1100-03-79 as a separate single lump sum unit, acceptably completed.

## **E Payment**

*Replace standard spec 650.5 with the following:*

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Survey Project 1100-03-79	LS

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract. No additional payments will be made for restaking due to construction disturbance and knock-outs.

SEF Rev. 13\_0812

**65. Railing Tubular Screening Special B-40-889, Item SPV.0105.03; R-40-614, Item SPV.0105.04; R-40-615, Item SPV.0105.05; R-40-616, Item SPV.0105.06; R-40-617, Item SPV.0105.07.**

**A Description**

Fabricate, galvanize, paint, deliver and install Railing Tubular Screening Special on bridges.

**B Materials**

**B.1 General**

All materials shall meet the requirements as shown on the plans and the applicable provisions of the standard specifications as follows:

- Structural Steel: standard spec 506.2.2
- Steel Mesh: standard spec 505.2.5
- Welding Materials: standard spec 506.2.3.11
- Painting: standard spec 517.2 and 517.3

Prior to fabrication, steel shall be blast cleaned per SSPC-SP 6 and galvanized according to ASTM A 123. All bolts, nuts and washers shall be supplied as factory galvanized according to ASTM A 153. Repair zinc coating damaged during fabrication as specified in standard spec 635.3.4. Grind the welded joints to a smooth finish where shown in the plans.

Steel preparation includes the chamfering of sharp edges. All sharp edges shall be flattened by a single pass of a grinder or suitable device along the sharp edge. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning.

The fence material and coating shall be in accordance to the plans and standard specifications.

**B.2 Painting**

All galvanizing surfaces shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surfaces should then be Brush Blast Cleaned per SSPC-SP7 to create a slight angular surface profile (1.0 – 1.5 mils suggested) for adhesion. Blasting should not fracture the galvanized finish or remove any dry film thickness.

After cleaning, provide a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat matching the specified color. The tie and top coats should be of contrasting colors. Use a pre-approved top coat that is resistant to the effects of the sun, and is suitable for use in a marine environment. The various

railing components shall be painted with the tie and top coats before final assembly. Exercise care so as not to damage the painted surface during assembly or installation.

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

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

## **B.2 Color**

The finished color for the coating system for Railing Tubular Screening Special shall match Federal Color No. 27038 (Black).

## **C Construction**

Provide shop drawings in accordance to the requirements of standard spec 506.3.2. Shop drawings shall contain material sizes and types, weld sizes and locations, and all necessary details, dimensions, and information to allow fabrication of the railing in conformance with the requirements of the contract. Do not begin fabrication prior to shop drawing review and acceptance.

During construction and at the time of delivery the engineer shall inspect the railing components. The engineer shall review the product for acceptance after the delivery is unloaded on the site. After the product is unloaded, the installation contractor will signify in writing that the railing was received in acceptable condition per the engineer's inspection. Any damage to the railing after the acceptable delivery will be the responsibility of the installation contractor.

All welding shall conform to the applicable requirements of standard spec 506. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

Take special care during construction to minimize the number and size of touch-up spots. Follow the manufacturer's recommendations for damaged area repairs. The engineer must approve the field paint appearance prior to final acceptance.

Provide the engineer with the name, address, and phone number of a representative of the railing fabricator for future coordination.

During handling, protect finish coating from damage. If damaged during handling the railing may be rejected by the engineer or engineer may direct fabricator that the finish shall be repaired in accordance to the manufacturer's recommendations.

#### **D Measurement**

The department will measure Railing Tubular Screening Special (Structure) as a single lump sum unit of work for each unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Railing Tubular Screening Special B-40-889	LS
SPV.0105.04	Railing Tubular Screening Special R-40-614	LS
SPV.0105.05	Railing Tubular Screening Special R-40-615	LS
SPV.0105.06	Railing Tubular Screening Special R-40-616	LS
SPV.0105.07	Railing Tubular Screening Special B-40-617	LS

Payment is full compensation for fabricating, painting, galvanizing and delivering; installing railing and all incidental hardware; and for preparing shop drawings.

### **66. Prefabricated Steel Stair Case West, Item SPV.0105.08; East, Item SPV.0105.09.**

#### **A Description**

This special provision describes the fabrication, galvanizing, painting, foundation design and construction, delivery, erection and installation of steel stair cases at both the west and the east ends of the main span of the bridge in accordance to the plans, applicable portions of the standard specifications and as hereinafter provided.

#### **B Materials**

##### **B.1 General**

All materials used in the work shall conform to the pertinent requirements of the standard specifications and as hereinafter specified:



- Structural Steel: standard spec 506.2.2
- Steel Mesh: standard spec 505.2.5
- Welding Materials: standard spec 506.2.3.11
- Painting: standard spec 517.2 and 517.3
- Concrete standard spec 501, grade A, A-FA, A-S, A-T, A-IS or A-IP

Prior to fabrication, steel shall be blast cleaned per SSPC-SP 6 and galvanized according to ASTM A 123. All bolts, nuts and washers shall be supplied as factory galvanized according to ASTM A 153. Repair zinc coating damaged during fabrication as specified in 635.3.4. Grind the welded joints to a smooth finish.

Steel preparation includes the chamfering of sharp edges. All sharp edges shall be flattened by a single pass of a grinder or suitable device along the sharp edge. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning.

The stair case material and coating shall be in accordance to the plans and standard specifications.

## **B.2 Structural and Foundation Design**

The Structural and foundation design of the stair case system shall be in accordance to the current edition of the following codes and manuals:

- Wisconsin Enrolled Commercial Building Code
- NAAMM AMP 510 – Metal Stairs Manual
- AWS D1.1 – Structural Welding Code – Steel
- ADAAG – Americans with Disabilities Act
- SSPC – Steel Structures Painting Council

Comply with applicable code requirements and the following criteria. In case of conflict, the more stringent requirements shall govern.

Provide stair treads and landing that have a slip-resistant surface. The construction of the stair treads and landing shall be such that water cannot accumulate on the walking surfaces. If the walking surfaces are pitched, the maximum slope for the landing and stair treads is 2%.

Guard railings shall be a minimum of 42 inches high measured vertically above the leading edge of the tread or adjacent walking surface. The guard railings shall have balusters or ornamental patterns such that a 4 inch diameter sphere cannot pass through any opening up to a height of 34 inches. From a height of 34 inches to 42 inches above the adjacent walking surfaces, a sphere 8 inches in diameter shall not pass.

Handrails shall be provided, measured above stair tread nosings or finish surface not less than 34 inches and not more than 38 inches, and shall be uniform. Circular handrails shall have an outside diameter of at least 1.25 inches and not greater than 2 inches or shall provide equivalent graspability. Non-circular handrails shall have a perimeter dimension of at least 4 inches and not greater than 6.25 inches with a maximum cross-section dimension of 2.25 inches. Edges shall have a minimum radius of 0.125 inches. The clear space between the handrail and guard railing shall be a minimum of 1.5 inches.

**Structural Performance of Stairs:** Stairs shall withstand the following structural loads without exceeding the allowable design working stress of materials, including anchors and connections. Apply each load to produce the maximum stress in each component:

- Treads and Platforms of Metal Stairs: Capable of withstanding a uniform load of 100 lb/sf and concentrated load of 300 lb applied on an area of 4 square inches. Concentrated and uniform loads need not be assumed to act concurrently.
- Stair Framing: Capable of withstanding stresses resulting from loads specified in addition to stresses resulting from railing system loads.
- Limit deflection of treads, platforms and framing members to  $L/240$  or 1/4 inch, whichever is less.

**Structural Performance of Handrails and Guard Railings:** Handrails and guard rails shall withstand the following structural loads without exceeding the allowable design working stress of materials, including handrails, railings, anchors and connections.

- Top Rail of Guard rail: Capable of withstanding a concentrated load of 200 lb applied in any direction and a uniform load of 50 lb/ft. applied in any direction. Concentrated and uniform loads need not be assumed to act concurrently.

The top 3-feet of supporting soil shall be ignored in the design of the stair case system foundations.

### **B.3 Painting**

All galvanizing surfaces shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surfaces should then be Brush Blast Cleaned per SSPC-SP7 to create a slight angular surface profile (1.0 – 1.5 mils suggested) for adhesion. Blasting should not fracture the galvanized finish or remove any dry film thickness.

After cleaning, provide a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat matching the specified color. The tie and top coats should be of contrasting colors. Use a pre-approved top coat that is resistant to the effects of the sun, and is suitable for use in a marine environment. The various stair case components shall be painted with the tie and top coats before final assembly. Exercise care so as not to damage the painted surface during assembly or installation.

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

Producer	Coat	Products	Dry Film Minimum Thickness (mils)	Minimum Time Between Coats (hours)
Sherwin Williams 1051 Perimeter Drive, Suite 710 Schaumburg, IL 60173 847.330.1562	Tie	Recoatable Epoxy Primer B67-5 Series/B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane , B65-650	2.0 to 4.0	NA
Carboline 350 Hanley Industrial St. Louis, MO 63144 314.644.1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Top	Carboline 133 LH	4	NA
Wasser Corporation 4118 B Place NW Suite B Auburn, WA 98001	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA

### **B.3.1 Color**

The finished color for the coating system for Prefabricated Steel Stair Case shall match Federal Color No. 27038 (Black).

## **C Construction**

### **C.1 General**

Provide shop drawings in accordance to the requirements of standard spec 506.3.2. Shop drawings shall contain material sizes and types, weld sizes and locations, and all necessary details, dimensions, and information to allow fabrication of the stair cases, platforms and railings in conformance with the requirements of the contract. Do not begin fabrication prior to shop drawing review and acceptance.

During construction and at the time of delivery the engineer shall inspect the stair case components. The engineer shall accept the product after the delivery is unloaded on the site. After the product is unloaded, the installation contractor will signify in writing that the stair case was received in acceptable condition per the engineer's inspection. Any damage to the stair case after the acceptable delivery will be the responsibility of the installation contractor.

All welding shall conform to the applicable requirements of standard spec 506. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

Take special care during construction to minimize the number and size of touch-up spots. Follow the manufacturer's recommendations for damaged area repairs. The engineer must approve the field paint appearance prior to final acceptance.

Provide the engineer with the name, address, and phone number of a representative of the stair case fabricator for future coordination.

During handling, protect finish coating from damage. If damaged during handling the stair case may be rejected by the engineer or engineer may direct fabricator that the finish shall be repaired in accordance to the manufacturer's recommendations.

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

Geotechnical data to be used in the design of the stair foundations can be obtained from geotechnical reports performed for this project, see Article 18. Geotechnical Investigation Information for details on obtaining this information.

### **C.3 Submittals**

Manufacturer's product data sheets substantiating compliance with the Contract Documents and installation manual.

Shop Drawings: Stair plans, elevations, details, methods of installation, method of anchoring, and structural calculations.

- Show members, sizes and thickness, anchorage locations and accessory items.
- Furnish setting diagrams for anchorage installation as required by design.
- Shop drawings and calculations shall be signed, sealed, and dated by a professional engineer licensed in the State of Wisconsin.

Provide cleaning and maintenance instructions for the metal stairs.

### **D Measurement**

The department will measure Prefabricated Steel Stair Case (Location) as a single lump sum unit of work for each unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.08	Prefabricated Steel Stair Case West	LS
SPV.0105.09	Prefabricated Steel Stair Case East	LS

Payment is full compensation for fabricating, painting, galvanizing, foundation construction and design, delivering, installing and all incidental hardware; for preparing shop drawings.

## **67. Lighting System Integrator, Item SPV.0105.10.**

### **A Description**

These special provisions describe coordinating lighting with various parties; record keeping, and documentation. Where the department is responsible for freeway lighting operation, maintenance, or utility locates on existing systems or systems overlapping project boundaries, the contractor's freeway lighting integrator will serve as the contractor's liaison to the department's electrical operations unit.

### **B Personnel Qualifications**

Assign personnel experienced in underground utility construction and department lighting specifications and practices.

### **C Construction**

At any one time during the project, the contractor shall assign one individual person as the freeway lighting integrator.

The lighting system integrator shall:

- Familiarize himself with the location and nature of existing lighting circuits. This familiarity shall include the extent of any lighting system that overlaps project limits.
- Maintain a file of applicable permits or licenses issued to the contractor, and convey copies to the engineer.
- Keep with him at all times a contact list of affected lighting personnel.
- Maintain a record of tagouts and the clearance of tagouts.
- Interface with department electrical personnel to determine how contract limits might affect maintenance or operation of existing systems.
- Maintain ongoing contact with the department's Diggers' Hotline Coordinator to ensure that each of the two persons knows that all requested utility locates are marked in the field by the appropriate party. The intent here is to assure coordination. This special provision does not transfer additional utility locating responsibilities to the contractor, beyond those responsibilities already assigned to him by other provisions of the contract.
- Inform the department of any lighting outages, including outside the project limits where a lighting system crosses the project boundary.
- Maintain in any format real-time records of existing, removed and new lighting facilities. Include utility service extensions. Additional required records will include temporary connections and their ultimate removal.
- Maintain records of tests, including: "meg" tests, amperage draw per circuit leg, voltage reading at the disconnect, and voltage reading at the furthest pole per circuit leg. Convey these records at time of acceptance or partial acceptance.
- At the time of acceptance or partial acceptance, convey as-built drawings in both the following formats: plan redlines and .dgn electronic. Include utility service extensions.

- Secure copies of operators manuals, tear sheets, etc. as may be provided by manufacturers of some lighting materials, and convey a minimum of three sets to the department.
- Work with the engineer to notify department electrical personnel of acceptance or partial acceptance.
- Perform related duties as may be needed to ensure continuity of freeway lighting during construction, and orderly transfer upon completion.

#### **D Measurement**

The department will measure Lighting System Integrator as a single complete lump sum unit item of work for all required coordination, record-keeping, and documentation, 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.0105.10	Lighting System Integrator	LS

Payment is full compensation for personnel costs; for coordination, recordkeeping and documentation.

### **68. Lighting System Survey, Item SPV.0105.11.**

#### **A Description**

These special provisions describe performing lighting system survey using Global Position System (GPS).

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

#### **C Construction**

Locate and survey using GPS all the lighting units and control cabinets. Maintain neat, orderly, and complete survey notes. Enter the coordinates into a Microsoft Excel 2007 spreadsheet along with other required fields as specified by WisDOT.

#### **D Measurement**

The department will measure Lighting System Survey for all lighting units and control cabinets as a single lump sum unit of work, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.11	Lighting System Survey	LS

Payment is full compensation for locating and surveying all the lighting units and control cabinets.

## **69. Maintenance of Lighting Systems, Item SPV.0105.12.**

### **A Description**

Maintain existing and proposed lighting systems beginning on the date that the contractor's activities (electrical or otherwise) at the job site begin. Be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by, the work until final acceptance or as otherwise determined by the engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. Make the request for the maintenance preconstruction inspection no less than seven calendar days prior to the desired inspection date.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. Visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

### **B (Vacant)**

### **C Construction**

#### **C.1 Existing Lighting Systems**

Existing lighting systems are defined as any lighting system or part of a lighting system in service prior to this contract. The contract drawings indicate the general extent of any existing lighting. Ascertain the extent of effort required for compliance with these specifications; failure to do so will not be justification for extra payment or reduced responsibilities. The contractor is also expected to clear and replace any knockdowns or damage caused to the existing lighting system, regardless of who causes the damage. Maintain existing lighting system as follows:

**Partial Maintenance:** Only maintain the affected circuits if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work unless otherwise indicated. Isolate the affected circuits by means of in-line waterproof fuse holders as specified elsewhere and as approved by the engineer.

**Full Maintenance:** Maintain the entire controller and all associated circuits if the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work.

## C.2 Proposed Lighting Systems

Proposed lighting systems shall be defined as any temporary or final lighting systems or part of a lighting system which is to be constructed under this contract.

Maintain all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, contractor operations, or other means. Include the potential cost of replacing or repairing any malfunctioning or damaged equipment in the bid price of this item; it will not be paid for separately.

## C.3 Maintenance Operations

Maintain lighting units (including sign lighting), cable runs, and lighting controls. In the case of a pole knockdown or sign light damage caused by normal vehicular traffic, promptly clear the lighting unit and circuit discontinuity and restore the system to service. Reinstall the lighting unit (if salvageable), or install a new one.

Provide weekly night-time patrol of the lighting system, with patrol reports filed immediately with the engineer and copied to the region lighting coordinator with deficiencies corrected within 24 hours of the patrol. Present patrol reports on standard forms as designated by the engineer. Uncorrected deficiencies may be designated by the engineer as necessitating emergency repairs as described elsewhere herein.

Perform corrective action on specific lighting system equipment according to the following chart. The chart lists the maximum response, service restoration, and permanent repair time.

Incident or Problem	Service Response Time	Service Restoration Time	Permanent Repair Time
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	na
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey	na	na	7 Calendar days



#### **C.4 Lighting**

1. **Serve Response Time:** The amount of time from the initial notification to the contractor until a patrolman physically arrives at the location.
2. **Service Restoration Time:** The amount of time from the initial notification to the contractor until the time the system is fully operational again. (In cases of motorist-caused damage, the undamaged portions of the system are operational.)
3. **Permanent Repair Time:** The amount of time from initial notification to the contractor until the time permanent repairs are made if the contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the department reserves the right to assign any work not completed within this timeframe to the State Electrical Engineering and Electronics Unit. Reimburse all costs associated to repair this uncompleted work. Failure to pay these costs to the State Electrical Engineering and Electronics Unit within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the contract. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Engineering and Electronics Unit being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Repair damage caused by the contractor's operations at no additional cost to the contract.

#### **C.5 Operation of Lighting**

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Do not keep lighting systems in operation during long daytime periods. Demonstrate to the satisfaction of the engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request.

#### **D Measurement**

The department will measure Maintenance of Lighting Systems as a single lump sum unit of work, per contract, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.12	Maintenance of Lighting Systems	LS

Payment is full compensation for Maintenance of Lighting Systems.  
SEF 13\_0306

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**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)  
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)  
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

*TrANS* is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

### ***I. BASIC CONCEPTS***

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   1   (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   1   (*number*) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## ***I. RATIONALE AND SPECIAL NOTE***

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
  - i. Produce accurate and complete quotes.
  - ii. Understand highway plans applicable to their work.
  - iii. Understand specifications and contract requirements applicable to their work.
  - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

#### 2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
  - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
  - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
  - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
  - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
  - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
  - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
  - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

#### 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

#### **4. Department's DBE Evaluation Process**

##### **a. Documentation Submittal**

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

##### **i. Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

##### **ii. Bidder Does Not Meet DBE Goal**

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
  - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
  - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

#### **5. Department's Criteria for Good Faith Effort**

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
  - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
      - a. Primes must ask DBE firms for a response in their solicitations. *See Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
      - a. Email to all prospective DBE firms in relevant work areas
      - b. Phone call log to DBE firms who express interest via written response or call.
      - c. Fax/letter confirmation
      - d. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
  - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its



- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
    - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
    - i. Provide the following information along with department form DT1202:
      - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
      - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
      - (3) Photocopies or electronic copies of all written solicitations to DBE's.
      - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
      - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
  - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office  
6150 Fond du Lac Ave.  
Milwaukee, WI 53218  
Phone: 414-438-4583 / 608-266-6961  
Fax: 414-438-5392  
E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov)

## 6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## **7. Department's Criteria for DBE Participation**

### **Department's DBE List**

- a. The department maintains a DBE list on the department's website at  
<http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

## **8. Counting DBE Participation**

### **Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

## **9. Commercially Useful Function**

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

**10. Trucking**

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

**11. Manufacturers and Suppliers**

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

**12. DBE Prime**

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

**13. Joint Venture**

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

**14. Mentor Protégé**

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

**15. DBE Replacement**

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://www.dot.wisconsin.gov/business/engrserv/docs/policyreplacingdbe.pdf>

**16. Changes to the approved DBE Commitment Form DT1506**

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

**17. Contract Modifications**

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

**18. Payment**

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

**APPENDIX A**  
**Sample Contractor Solicitation Letter Page 1**  
*This sample is provided as a guide not a requirement*

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GFW SAMPLE MEMORANDUM

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**TO:** DBE FIRMS  
**FROM:** POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR  
**SUBJECT:** REQUEST FOR DBE QUOTES  
LET DATE & TIME  
**DATE:** MONTH DAY YEAR  
**CC:** DBE OFFICE ENGINEER

---

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,  
Phone: (000) 123-4567  
Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_

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

Project ID: \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have some one contact me at this number

**Prime Contractor 's Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**DBE Contractor Contact Person**

Phone _____
Fax _____
Email _____
_____

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

## **APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

### **Primes**

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

### **DBE**

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

**APPENDIX D**  
**Good Faith Effort Evaluation Guidance**  
*Excerpt from Appendix A of 49 CFR Part 26*

**APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.



- D.
    - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
  - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
  - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
  - c. Add attachments to a sub-quote
  - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to 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 "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

### **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

**ADDITIONAL SPECIAL PROVISION 6****ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the 2014 edition of the standard specifications:*

---

**101.3 Definitions**

*Replace the definition of semi-final estimate with the following effective with the December 2013 letting:*

**Semi-final estimate** An estimate indicating the engineer has measured and reported all contract quantities and materials requirements.

---

**105.11.1 Partial Acceptance**

*Replace paragraph two with the following effective with the December 2013 letting:*

- (2) Partial acceptance will relieve the contractor of maintenance responsibility for the designated portion of the work. By relieving the contractor of maintenance, the department does not relieve the contractor of responsibility for defective work or damages caused by the contractor's operations. Do not construe partial acceptance to be conditional final acceptance or final acceptance of any part of the project, or a waiver of any legal rights specified under 107.16.
- 

**105.11.2 Final Acceptance**

*Retitle and replace the entire text with the following effective with the December 2013 letting:*

**105.11.2 Project Acceptance****105.11.2.1 Inspection****105.11.2.1.1 General**

- (1) Notify the engineer when the project is substantially complete as defined in 105.11.2.1.3. As soon as it is practical, the engineer will inspect the work and categorize it as one of the following:
1. Unacceptable or not complete.
  2. Substantially complete.
  3. Complete.

**105.11.2.1.2 Unacceptable or Not Complete**

- (1) The engineer will identify, in writing, work that is unacceptable or not complete. Immediately correct or complete that work. The engineer will assess contract time until the work is corrected or completed.
- (2) Proceed as specified in 105.11.2.1.1 until the engineer determines that the work is complete.

**105.11.2.1.3 Substantially Complete**

- (1) The project is substantially complete and the engineer will no longer assess contract time if the contractor has completed all contract bid items and change order work, except for the punch-list. As applicable, the following must have occurred:
1. All lanes of traffic are open on a finished surface.
  2. All signage and traffic control devices are in place and operating.
  3. All drainage, erosion control, excavation, and embankments are completed.
  4. All safety appurtenances are completed.
- (2) The engineer will provide a written punch-list enumerating work the contractor must perform and documents the contractor must submit before the the engineer will categorize the work as complete.
1. Punch-list work includes uncompleted cleanup work required under 104.9 and minor corrective work. Immediately correct or complete the punch-list work. The engineer may restart contract time if the contractor does not complete the punch-list work within 5 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 5-day requirement.
  2. Punch-list documents include whatever contract required documentation is missing. The engineer may restart contract time if the contractor does not submit the punch-list documents within 15 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 15-day requirement.
- (3) Proceed as specified in 105.11.2.1.1 until the work is complete.

**105.11.2.1.4 Complete**

- (1) The project is complete when the contractor has completed all contract bid items, change order work, and punch-list work including the submission of all missing documentation.

**105.11.2.2 Conditional Final Acceptance**

- (1) When the engineer determines that the project is complete, the engineer will give the contractor written notice of conditional final acceptance relieving the contractor of maintenance responsibility for the completed work.

**105.11.2.3 Final Acceptance**

- (1) The engineer will grant final acceptance of the project after determining that all contract is work complete; all contract, materials, and payroll records are reviewed and approved; and the semi-final estimate quantities are final under 109.7.
- (2) Failure to discover defective work or materials before final acceptance does not prevent the department from rejecting that work or those materials later. The department may revoke final acceptance if the department discovers defective work or materials after it has accepted the work.

**105.13.3 Submission of Claim**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than final acceptance of the project as specified in 105.11.2.3. If the contractor does not submit the claim before final acceptance of the project, the department will deny the claim.

**107.17.3 Railroad Insurance Requirements**

*Replace paragraph one with the following effective with the December 2013 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 engineer determines that the work is complete as specified in 105.11.2.1.4.

**107.26 Standard Insurance Requirements**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) Maintain the following types and limits of commercial insurance in force until the engineer determines that the work is complete as specified in 105.11.2.1.4.

**TABLE 107-1 REQUIRED INSURANCE AND MINIMUM COVERAGES**

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED <sup>[1]</sup>
1. Commercial general liability insurance endorsed to include blanket contractual liability coverage. <sup>[2]</sup>	\$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million.
2. Workers' compensation.	Statutory limits
3. Employers' liability insurance.	Bodily injury by accident: \$100,000 each accident Bodily injury by disease: \$500,000 each accident \$100,000 each employee
4. Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. <sup>[2]</sup>	\$1 million-combined single limits per occurrence.

<sup>[1]</sup> The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

<sup>[2]</sup> The Wisconsin Department of Transportation, its officers, agents, and employees shall be named as an additional insured under the general liability and automobile liability insurance.

**108.14 Terminating the Contractor's Responsibility**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) The contractor's responsibilities are terminated, except as set forth in the contract bond and specified in 107.16, when the department grants final acceptance as specified in 105.11.2.3.
- 

**109.2 Scope of Payment**

Replace paragraph two with the following effective with the December 2013 letting:

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the applicable bid items including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
    1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
    2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
      - The nature of the work.
      - The action of the elements.
      - Unforeseen difficulties encountered during prosecution of the work.
    3. All insurance costs, expenses, and risks connected with the prosecution of the work.
    4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
    5. All infringements of patents, trademarks, or copyrights.
    6. All other expenses incurred to complete and protect the work under the contract.
- 

**109.6.1 General**

Replace paragraphs three and four with the following effective with the December 2013 letting:

- (3) The department's payment of an estimate before conditional final acceptance of the work does not constitute the department's acceptance of the work, and does not relieve the contractor of responsibility for:
    1. Protecting, repairing, correcting, or renewing the work.
    2. Replacing all defects in the construction or in the materials used in the construction of the work under the contract, or responsibility for damage attributable to these defects.
  - (4) The contractor is responsible for all defects or damage that the engineer may discover on or before the engineer's conditional final acceptance of the work. The engineer is the sole judge of these defects or damage, and the contractor is liable to the department for not correcting all defects or damage.
- 

**109.7 Acceptance and Final Payment**

Replace paragraphs one and two with the following effective with the December 2013 letting:

- (1) After the engineer grants conditional final acceptance of the work as specified in 105.11.2.2 and reviews required document submittals and materials test reports, the engineer will issue the semi-final estimate.
- (2) Within 30 calendar days after receiving the semi-final estimate, submit to the engineer a written statement of agreement or disagreement with the semi-final estimate. For an acceptable statement of disagreement, submit an item-by-item list with reasons for each disagreement. If the contractor does not submit this written statement within those 30 days, the engineer will process the final estimate for payment. The engineer and the contractor can mutually agree to extend this 30-day submission requirement.

**450.3.3 Maintaining the Work**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) Protect and repair the prepared foundation, tack coat, base, paved traffic lanes, shoulders, and seal coat. Correct all rich or bleeding areas, breaks, raveled spots, or other nonconforming areas in the paved surface.

**455.3.2.5 Maintaining Tack Coat**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) Protect and repair the existing surface and the tack coat. Correct areas with excess or deficient tack material and any breaks, raveled spots, or other areas where bond might be affected.

**460.2.2.3 Aggregate Gradation Master Range**

*Replace paragraph one with the following effective with the January 2014 letting:*

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

**TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS**

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm
50.0-mm	100						
37.5-mm	90 – 100	100					
25.0-mm	90 max	90 - 100	100				
19.0-mm	—	90 max	90 - 100	100		100	
12.5-mm	—	—	90 max	90 - 100	100	90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	58 - 72	90 - 100
4.75-mm	—	—	—	—	90 max	25 - 35	35 - 45
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 – 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 <sup>[1]</sup>	15.0 <sup>[2]</sup>	16.0	17.0

<sup>[1]</sup> 14.5 for E-3 mixes.

<sup>[2]</sup> 15.5 for E-3 mixes.

**460.2.7 HMA Mixture Design**

*Replace paragraph one with the following effective with the January 2014 letting:*

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to the department's test method number 1559 as described in CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to the department's test method number 1559.



TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	E - 0.3	E - 1	E - 3	E - 10	E - 30	E - 30x	SMA
ESALs x 10 <sup>6</sup> (20 yr design life)	< 0.3	0.3 - < 1	1 - < 3	3 - < 10	10 - < 30	>= 30	—
LA Wear (AASHTO T96)							
100 revolutions(max % loss)	13	13	13	13	13	13	13
500 revolutions(max % loss)	50	50	45	45	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	60 / —	65 / —	75 / 60	85 / 80	98 / 90	100/100	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	40	43	45	45	45	45
Sand Equivalency (AASHTO T176, min)	40	40	40	45	45	50	50
Gyratory Compaction							
Gyrations for N <sub>ini</sub>	6	7	7	8	8	9	8
Gyrations for N <sub>des</sub>	40	60	75	100	100	125	65
Gyrations for N <sub>max</sub>	60	75	115	160	160	205	160
Air Voids, %V <sub>a</sub> (%G <sub>mm</sub> N <sub>des</sub> )	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 90.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	<= 89.0	<= 89.0	—
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4] [5]</sup>	65 - 78 <sup>[4]</sup>	65 - 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	70 - 80
Tensile Strength Ratio (TSR) (ASTM 4867)							
no antistripping additive	0.70	0.70	0.70	0.70	0.70	0.70	0.70
with antistripping additive	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Draindown at Production Temperature (%)	—	—	—	—	—	—	0.30

<sup>[1]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone(ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[3]</sup> For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

<sup>[4]</sup> For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

<sup>[5]</sup> For 25.0mm nominal maximum size mixes, the specified VFB lower limit is 67%.

**460.2.8.2.1.5 Control Limits**

*Replace paragraph one with the following effective with the January 2014 letting:*

- (1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+/- 1.3	+/- 1.0
VMA in percent <sup>[1]</sup>	- 0.5	- 0.2

<sup>[1]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in Table 460-1.

- (2) Warning bands are defined as the area between the JMF limits and the warning limits.

**460.2.8.2.1.6 Job Mix Formula Adjustment**

*Replace the entire text with the following effective with the January 2014 letting:*

- (1) The contractor may request adjustment of the JMF according to the department's test method number 1559. Have an HTCP HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have an HMA technician certified at level III review the proposed adjustment and, if acceptable, issue a revised JMF.
- (2) The department will not allow adjustments that do the following:
- Exceed specified JMF tolerance limits.
  - Reduce the JMF asphalt content unless the production VMA running average meets or exceeds the minimum VMA design requirement defined in table 460-1 for the mixture produced.
- (3) Have an HMA technician certified at level II make related process adjustments. If mixture redesign is necessary, submit a new JMF, subject to the same specification requirements as the original JMF.

**520.3.8 Protection After Laying**

*Delete the entire subsection.*

**614.2.1 General**

*Replace paragraphs five and six with the following effective with the December 2013 letting:*

- (5) Furnish zinc coated wire rope and fitting conforming to the plans and galvanized according to ASTM A741.
- (6) Before installation store galvanized components above ground level and away from surface run off. The department may reject material if the zinc coating is physically damaged or oxidized.
- (7) Provide manufacturer's drawings, and installation and maintenance instructions when providing proprietary systems.

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**614.2.3 Steel Rail and Fittings**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Furnish galvanized steel rail conforming to AASHTO M180 class A, type II beam using the single-spot test coating requirements. Furnish plates, anchor plates, post mounting brackets, and other structural steel components conforming to 506.2.2.1 and hot-dip galvanized according to ASTM A123.
- 

**614.2.7 Crash Cushions**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Furnish permanent and temporary crash cushions from the department's approved products list. Use cushions as wide or wider than the plan back-width. Furnish transitions conforming to the crash cushion manufacturer's design and specifications. Submit manufacturer crash cushion and transition design details to engineer before installing.
- 

**616.3.1 General**

Replace paragraph six with the following effective with the December 2013 letting:

- (6) Remove and dispose of all excess excavation and surplus materials from the fence site.
- 

**618.3.3 Restoration**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Upon termination of hauling operations and before conditional final acceptance, restore all haul roads, including drainage facilities and other components, to the equivalent of pre-hauling conditions.
- 

**627.3.1 General**

Replace paragraph four with the following effective with the December 2013 letting:

- (4) Maintain the mulched areas and repair all areas damaged by wind, erosion, traffic, fire or other causes.
- 

**637.3.2.1 General**

Delete paragraph three effective with the December 2013 letting.

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**670.3.4.2 Post-Construction Work**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Submit 5 copies of ITS documentation including but not limited to the following:
  - Operator's manual: for contractor furnished equipment, submit a manual containing detailed operating instructions for each different type or model of equipment and or operation performed.
  - Maintenance procedures manuals: for contractor furnished equipment, submit a manual containing detailed preventive and corrective maintenance procedures for each type or model of equipment furnished.
  - Cabinet fiber optic wiring diagram: submit a cabinet wiring diagram, identified by location for each cabinet. Include both electrical wiring and fiber optic conductor and cable connections. Place one copy of the fiber optic wiring diagram in a weatherproof holder in the cabinet. Deliver the other copies to the engineer.
  - As-built drawings: submit final as-built drawings that detail the final placement of all conduit, cabling, equipment, and geometric modifications within the contract. Provide all documentation in an electronic format adhering to the region's ITS computer aided drafting standards and according to the department's as-built requirements. The department will review the as-built drawings for content and electronic format. Modify both the content and format of as-built drawings until meeting all requirements.
  - Equipment inventory list: submit an inventory list including serial number, make, model, date installed, and location installed of all equipment installed under the contract.

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**Errata**

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*Make the following corrections to the 2014 edition of the standard specifications:*

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**415.3.14 Protecting Concrete**

Correct errata by referencing the opening to service specification.

- (1) Erect and maintain suitable barricades and, if necessary, provide personnel to keep traffic off the newly constructed pavement until it is opened for service as specified in 415.3.15. Conform to 104.6 for methods of handling and facilitating traffic.
- 

**501.2.9 Concrete Curing Materials**

Correct errata by changing AASHTO M171 to ASTM C171.

- (2) Furnish sheeting conforming to ASTM C171 for white opaque polyethylene film, except that the contractor may use clear or black polyethylene for cold weather protection.
- 

**607.2 Materials**

Correct errata by changing AASHTO M198 to ASTM C990.

- (1) Use materials conforming to the requirements for the class of material named and specified below.
- |  |            |
|--|------------|
| Composite pipe, couplings, fittings and joint materials .....            | ASTM D2680 |
| Annular rubber and plastic gaskets for flexible, watertight joints ..... | ASTM C990  |
| External rubber gaskets, mastic, and protective film.....                | ASTM C877  |
| Mortar .....   | 519.2.3    |
- 

**637.2.1.3 Sheet Aluminum**

Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.

- (4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.
- 

**637.3.3.4 Performance**

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
- Sign posts more than five degrees out of plumb.
  - Signs twisted by more than 5 degrees from plan orientation.
  - Signs with delaminated or warped plywood.
  - Signs with bubbling, fading, delaminating, or buckling sheeting.
- 

**646.3.3.4 Proving Period**

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

**ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.



**ADDITIONAL SPECIAL PROVISION 9**  
**Electronic Certified Payroll Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at: <http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at: <http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/crc-basic-info.pdf>

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 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.

**DECEMBER 2013**

**BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

**I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES**

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.



All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
MILWAUKEE COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on September 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.

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	32.93	19.81	52.74
Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	30.69	17.53	48.22
Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	31.54	21.14	52.68
Fence Erector	28.00	4.50	32.50
Ironworker	31.31	21.99	53.30
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	29.22	16.69	45.91
Pavement Marking Operator	29.22	16.69	45.91
Piledriver	29.56	23.86	53.42
Roofer or Waterproofer	29.40	15.05	44.45
Teledata Technician or Installer	24.65	15.67	40.32
Tuckpointer, Caulker or Cleaner	34.35	11.13	45.48
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.06	46.70
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.64	45.24
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day,			

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
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

**TRUCK DRIVERS**

Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle	23.31	17.13	40.44
Future Increase(s): Add \$1.85/hr on 6/1/2013.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptror, Off Road Material Hauler	27.77	19.90	47.67
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 rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .			
Pavement Marking Vehicle	23.84	14.90	38.74
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	22.50	16.19	38.69

**LABORERS**

General Laborer	25.39	18.40	43.79
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014.			
Premium Pay: Add \$.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.50/hr for line and grade specialist; Add \$.65/hr for blaster and powderman; Add \$2.01/hr for topman; Add \$2.46/hr for bottomman; Add \$3.23/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	18.00	0.00	18.00
Landscaper	25.39	18.40	43.79
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 basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	21.88	18.40	40.28
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			

<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
	<b><u>\$</u></b>	<b><u>\$</u></b>	<b><u>\$</u></b>
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.24	15.03	32.27
Railroad Track Laborer	14.50	3.53	18.03

### HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).

Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.

See DOT's website for details about the applicability of this night work premium at:

<http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>.

Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	34.72	19.90	54.62
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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 rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.

See DOT's website for details about the applicability of this night work premium at:

<http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>.

Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type);	34.22	19.90	54.12
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<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. 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 rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	33.96	19.90	53.86
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	33.67	19.90	53.57
Fiber Optic Cable Equipment.	20.00	7.88	27.88
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 7, 2014

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1:	General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$26.06.....	18.15	Truck Drivers:		
				1 & 2 Axles .....	23.82 .....	18.32
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer .....	26.21 .....	18.15	Three or More Axles; Euclids, Dumptrucks & Articulated, Truck Mechanic.....	23.97 .....	18.32
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	26.41 .....	18.15			
Group 4:	Line and Grade Specialist .....	26.56 .....	18.15			
Group 5:	Blaster and Powderman .....	26.71 .....	18.15			
Group 6:	Flagperson traffic control person .....	22.55 .....	18.15			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	35.58.....	16.07
Carpenter .....	30.52.....	14.41
Pile Driver .....	27.25.....	19.46
Ironworker .....	30.52.....	23.47
Cement Mason/Concrete Finisher .....	30.69.....	17.53
Electrician .....	See Page 3	
Line Construction		
Lineman.....	39.50 .....	32% + 5.00
Heavy Equipment Operator .....	37.53 .....	32% + 5.00
Equipment Operator.....	31.60 .....	32% + 5.00
Heavy Groundman Driver.....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman.....	21.73 .....	32% + 5.00
Millwrights.....	26.32 .....	13.98
Painter, Brush.....	29.52 .....	18.79
Painter, Spray and Sandblaster .....	30.27 .....	18.79
Painter, Bridge .....	29.87 .....	18.79
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 3, 2014; Modification #1, dated February 7, 2014.



SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 7, 2014

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer .....	\$36.72	\$20.10	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator. ....	\$35.72	\$20.10
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. ....	\$36.22	\$20.10	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. ....	\$35.46	\$20.10
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper. ....	\$35.17	\$20.10
			Group 6: Off - road material hauler with or without ejector.....	\$29.27	\$20.10
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 7, 2014

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1 .....	\$28.40	16.676		
Area 2:				
Electricians.....	29.13	17.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000 .....	26.24	16.85		
Electrical contracts over \$130,000 .....	29.41	16.97		
Area 4: .....	28.50	28.75% + 9.27	Area 6 -	KENOSHA COUNTY
Area 5 .....	28.96	24.85% + 9.70	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 6 .....	35.25	19.30		
Area 8				
Electricians.....	30.60	24.95% + 10.33	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 9:				
Electricians.....	32.94	18.71	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 10 .....	28.97	19.55	Area 11 -	DOUGLAS COUNTY
Area 11 .....	31.91	23.60	Area 12 -	RACINE (except Burlington township) COUNTY
Area 12 .....	32.87	19.23	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 13 .....	32.82	22.51	Area 14 -	Statewide.
Teledata System Installer			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 14				
Installer/Technician .....	21.89	11.83		
Sound & Communications				
Area 15				
Installer .....	16.47	14.84		
Technician .....	24.75	16.04		
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			

**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20140408011PROJECT(S):  
1100-03-79FEDERAL ID(S):  
WISC 2014102

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

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

## SECTION 0001 ROADWAY

0010	108.4400 CPM PROGRESS SCHEDULE	1.000 EACH	.		.	
0020	201.0110 CLEARING ***	3,090.000 SY	.		.	
0030	201.0210 GRUBBING ***	3,090.000 SY	.		.	
0040	203.0100 REMOVING SMALL PIPE CULVERTS	1.000 EACH	.		.	
0050	203.0200 REMOVING OLD STRUCTURE (STATION) 01. 12+06.85	LUMP	LUMP		.	
0060	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 01. B-40-889	LUMP	LUMP		.	
0070	204.0100 REMOVING PAVEMENT	440.000 SY	.		.	
0080	204.0125 REMOVING ASPHALTIC SURFACE MILLING	230.000 TON	.		.	
0090	204.0150 REMOVING CURB & GUTTER	110.000 LF	.		.	
0100	204.0155 REMOVING CONCRETE SIDEWALK ***	180.000 SY	.		.	

## SCHEDULE OF ITEMS

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1100-03-79FEDERAL ID(S):  
WISC 2014102

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0157 REMOVING CONCRETE BARRIER	340.000 LF	.		.	
0120	204.0170 REMOVING FENCE ***P**	1,280.000 LF	.		.	
0130	204.0195 REMOVING CONCRETE BASES	1.000 EACH	.		.	
0140	204.0205 REMOVING UTILITY POLES	1.000 EACH	.		.	
0150	205.0100 EXCAVATION COMMON	1,350.000 CY	.		.	
0160	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 01. B-40-889	LUMP	LUMP		.	
0170	206.3000 EXCAVATION FOR STRUCTURES RETAINING WALLS (STRUCTURE) 01. R-40-614	LUMP	LUMP		.	
0180	206.3000 EXCAVATION FOR STRUCTURES RETAINING WALLS (STRUCTURE) 02. R-40-615	LUMP	LUMP		.	
0190	206.3000 EXCAVATION FOR STRUCTURES RETAINING WALLS (STRUCTURE) 03. R-40-616	LUMP	LUMP		.	

## SCHEDULE OF ITEMS

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1100-03-79FEDERAL ID(S):  
WISC 2014102

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	206.3000 EXCAVATION FOR STRUCTURES RETAINING WALLS (STRUCTURE) 04. R-40-617	LUMP	LUMP		.	
0210	211.0200 PREPARE FOUNDATION FOR CONCRETE PAVEMENT (PROJECT) 01. 1100-03-79	LUMP	LUMP		.	
0220	211.0300 PREPARE FOUNDATION FOR CONCRETE BASE (PROJECT) 01. 1100-03-79	LUMP	LUMP		.	
0230	213.0100 FINISHING ROADWAY (PROJECT) 01. 1100-03-79	1.000 EACH	.		.	
0240	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	540.000 TON	.		.	
0250	320.0145 CONCRETE BASE 8-INCH	360.000 SY	.		.	
0260	390.0103 BASE PATCHING	50.000 SY	.		.	
0270	415.0070 CONCRETE PAVEMENT 7-INCH **p**	360.000 SY	.		.	
0280	416.0610 DRILLED TIE BARS	210.000 EACH	.		.	
0290	416.0620 DRILLED DOWEL BARS	70.000 EACH	.		.	

## SCHEDULE OF ITEMS

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1100-03-79FEDERAL ID(S):  
WISC 2014102

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	455.0115 ASPHALTIC MATERIAL PG64-22	26.000 TON	.		.	
0310	455.0120 ASPHALTIC MATERIAL PG64-28	33.000 TON	.		.	
0320	455.0605 TACK COAT	220.000 GAL	.		.	
0330	460.1100 HMA PAVEMENT TYPE E-0.3	210.000 TON	.		.	
0340	460.1130 HMA PAVEMENT TYPE E-30	880.000 TON	.		.	
0350	502.0100 CONCRETE MASONRY BRIDGES ***P**	1,217.000 CY	.		.	
0360	502.3100 EXPANSION DEVICE (STRUCTURE) 01. B-40-889	LUMP	LUMP		.	
0370	502.3200 PROTECTIVE SURFACE TREATMENT ***P**	1,894.000 SY	.		.	
0380	503.0146 PRESTRESSED GIRDER TYPE I 45W-INCH ***P**	400.000 LF	.		.	
0390	504.0500 CONCRETE MASONRY RETAINING WALLS ***P**	149.000 CY	.		.	
0400	505.0405 BAR STEEL REINFORCEMENT HS BRIDGES ***P**	18,571.000 LB	.		.	



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20140408011PROJECT(S):  
1100-03-79FEDERAL ID(S):  
WISC 2014102

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0410	505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES **p**	169,660.000 LB	.		.	
0420	505.0615 BAR STEEL REINFORCEMENT HS COATED RETAINING WALLS **p**	14,450.000 LB	.		.	
0430	506.2605 BEARING PADS ELASTOMERIC NON-LAMINATED	4.000 EACH	.		.	
0440	506.2610 BEARING PADS ELASTOMERIC LAMINATED	4.000 EACH	.		.	
0450	506.4000 STEEL DIAPHRAGMS (STRUCTURE) 01. B-40-889	4.000 EACH	.		.	
0460	514.2625 DOWNSPOUT 6-INCH	100.000 LF	.		.	
0470	516.0500 RUBBERIZED MEMBRANE WATERPROOFING **p**	4.000 SY	.		.	
0480	522.0524 CULVERT PIPE REINFORCED CONCRETE CLASS V 24-INCH	24.000 LF	.		.	
0490	522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH	2.000 EACH	.		.	
0500	532.0500.S WALL CONCRETE PANEL MECHANICALLY STABILIZED EARTH **p**	6,074.000 SF	.		.	
0510	601.0331 CONCRETE CURB & GUTTER 31-INCH	500.000 LF	.		.	

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WISC 2014102

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			DOLLARS	CTS	DOLLARS	CTS
0520	601.0557 CONCRETE CURB AND GUTTER 6-INCH SLOPED 36-INCH TYPE D	46.000 LF	.		.	
0530	602.0410 CONCRETE SIDEWALK 5-INCH **p**	1,610.000 SF	.		.	
0540	602.0505 CURB RAMP DETECTABLE WARNING FIELD YELLOW **p**	66.000 SF	.		.	
0550	602.1500 CONCRETE STEPS **p**	56.000 SF	.		.	
0560	603.0105 CONCRETE BARRIER SINGLE-FACED 32-INCH	55.000 LF	.		.	
0570	603.1156 CONCRETE BARRIER TYPE S56 **p**	60.000 LF	.		.	
0580	603.3113 CONCRETE BARRIER TRANSITION TYPE NJ32SF TO S36	4.000 EACH	.		.	
0590	603.3535 CONCRETE BARRIER TRANSITION TYPE S36 TO S42	4.000 EACH	.		.	
0600	603.3559 CONCRETE BARRIER TRANSITION TYPE S42 TO S56	4.000 EACH	.		.	
0610	603.8000 CONCRETE BARRIER TEMPORARY PRECAST DELIVERED	1,137.500 LF	.		.	
0620	603.8125 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED	1,750.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0630	606.0200 RIPRAP MEDIUM ***P**	2.000 CY	.		.	
0640	611.8115 ADJUSTING INLET COVERS	3.000 EACH	.		.	
0650	612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH	655.000 LF	.		.	
0660	614.0905 CRASH CUSHIONS TEMPORARY	3.000 EACH	.		.	
0670	616.0206 FENCE CHAIN LINK 6-FT	920.000 LF	.		.	
0680	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. 1100-03-79	1.000 EACH	.		.	
0690	619.1000 MOBILIZATION	1.000 EACH	.		.	
0700	624.0100 WATER	50.000 MGAL	.		.	
0710	625.0500 SALVAGED TOPSOIL	21,000.000 SY	.		.	
0720	628.1504 SILT FENCE	1,590.000 LF	.		.	
0730	628.1520 SILT FENCE MAINTENANCE	1,590.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0740	628.1905 MOBILIZATIONS EROSION CONTROL	3.000 EACH	.		.	
0750	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	5.000 EACH	.		.	
0760	628.2004 EROSION MAT CLASS I TYPE B	21,000.000 SY	.		.	
0770	628.7015 INLET PROTECTION TYPE C	10.000 EACH	.		.	
0780	628.7020 INLET PROTECTION TYPE D	6.000 EACH	.		.	
0790	628.7555 CULVERT PIPE CHECKS	10.000 EACH	.		.	
0800	628.7560 TRACKING PADS	4.000 EACH	.		.	
0810	629.0205 FERTILIZER TYPE A	13.000 CWT	.		.	
0820	630.0130 SEEDING MIXTURE NO. 30	380.000 LB	.		.	
0830	643.0100 TRAFFIC CONTROL (PROJECT) 01. 1100-03-79	1.000 EACH	.		.	
0840	643.0300 TRAFFIC CONTROL DRUMS	7,340.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0850	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	2,800.000 DAY	.		.	
0860	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	3,270.000 DAY	.		.	
0870	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	3,530.000 DAY	.		.	
0880	643.0800 TRAFFIC CONTROL ARROW BOARDS	420.000 DAY	.		.	
0890	643.0900 TRAFFIC CONTROL SIGNS	5,540.000 DAY	.		.	
0900	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	60.000 SF	.		.	
0910	643.1050 TRAFFIC CONTROL SIGNS PCMS	40.000 DAY	.		.	
0920	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 1100-03-79	1.000 EACH	.		.	
0930	643.3000 TRAFFIC CONTROL DETOUR SIGNS	15,810.000 DAY	.		.	
0940	645.0130 GEOTEXTILE FABRIC TYPE R **P**	9.000 SY	.		.	
0950	646.0106 PAVEMENT MARKING EPOXY 4-INCH	6,590.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0960	646.0126 PAVEMENT MARKING EPOXY 8-INCH	1,380.000 LF	.		.	
0970	646.0600 REMOVING PAVEMENT MARKINGS	4,400.000 LF	.		.	
0980	647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH	760.000 LF	.		.	
0990	647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH	130.000 LF	.		.	
1000	647.0796 PAVEMENT MARKING CROSSWALK EPOXY 24-INCH	84.000 LF	.		.	
1010	649.2100 TEMPORARY RAISED PAVEMENT MARKERS	130.000 EACH	.		.	
1020	652.0115 CONDUIT RIGID METALLIC 1 1/4-INCH	103.000 LF	.		.	
1030	652.0210 CONDUIT RIGID NONMETALLIC SCHEDULE 40 1-INCH	230.000 LF	.		.	
1040	652.0215 CONDUIT RIGID NONMETALLIC SCHEDULE 40 1 1/4-INCH	1,171.000 LF	.		.	
1050	653.0208 JUNCTION BOXES 8X8X8-INCH	1.000 EACH	.		.	
1060	654.0102 CONCRETE BASES TYPE 2	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1070	654.0220 CONCRETE CONTROL CABINET BASES TYPE 10	1.000 EACH	.		.	
1080	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	1,490.000 LF	.		.	
1090	655.0620 ELECTRICAL WIRE LIGHTING 8 AWG	5,630.000 LF	.		.	
1100	655.0640 ELECTRICAL WIRE LIGHTING 1 AWG	18.000 LF	.		.	
1110	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. 6+40 - 13' LT	LUMP	LUMP		.	
1120	690.0150 SAWING ASPHALT	1,740.000 LF	.		.	
1130	690.0250 SAWING CONCRETE	810.000 LF	.		.	
1140	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	500.000 DOL	1.00000		500.00	
1150	715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES	9,302.000 DOL	1.00000		9302.00	
1160	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	700.000 HRS	5.00000		3500.00	

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			DOLLARS	CTS	DOLLARS	CTS
1170	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	750.000 HRS	5.00000		3750.00	
1180	SPV.0060 SPECIAL 01. CONCRETE MAINTENANCE PLATFORM	2.000 EACH	.		.	
1190	SPV.0060 SPECIAL 02. INSTALL CELLULAR ANTENNA AND ANTENNA CABLE	2.000 EACH	.		.	
1200	SPV.0060 SPECIAL 03. INSTALL WAVETRONIX CLICK 200 MODULE	2.000 EACH	.		.	
1210	SPV.0060 SPECIAL 04. INSTALL WAVETRONIX DETECTOR MODULE AND HD 125 CABLE	2.000 EACH	.		.	
1220	SPV.0060 SPECIAL 05. INSTALL SOLAR POWER UNIT 120 WATT	2.000 EACH	.		.	
1230	SPV.0060 SPECIAL 06. INSTALL POLES TYPE 3	2.000 EACH	.		.	
1240	SPV.0060 SPECIAL 07. INSTALL POLE MOUNTED CABINET	2.000 EACH	.		.	
1250	SPV.0060 SPECIAL 08. TRAFFIC CONTROL CLOSE-OPEN FREEWAY ENTRANCE RAMP	18.000 EACH	.		.	
1260	SPV.0060 SPECIAL 09. TRAFFIC CONTROL CLOSE-OPEN FREEWAY TO FREEWAY SYSTEM RAMP	6.000 EACH	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
1270	SPV.0060 SPECIAL 10. TRAFFIC CONTROL INTERIM FREEWAY LANE(S) CLOSURE	8.000 EACH	.		.	
1280	SPV.0060 SPECIAL 11. ADJUST WATER VALVE	1.000 EACH	.		.	
1290	SPV.0060 SPECIAL 12. LIGHTING CONTROL CABINET SPECIAL	1.000 EACH	.		.	
1300	SPV.0060 SPECIAL 13. LED LUMINAIRE AND MOUNTING ARM	19.000 EACH	.		.	
1310	SPV.0060 SPECIAL 14. EXPOSING EXISTING UTILITY UNPAVED AREAS	5.000 EACH	.		.	
1320	SPV.0060 SPECIAL 15. MOBILIZATIONS EMERGENCY PAVEMENT REPAIR	5.000 EACH	.		.	
1330	SPV.0060 SPECIAL 16. INLET COVER REPLACEMENT	1.000 EACH	.		.	
1340	SPV.0060 SPECIAL 17. FLOOR DRAINS TYPE H MODIFIED	4.000 EACH	.		.	
1350	SPV.0060 SPECIAL 18. BASELINE VIBRATION MONITORING	4.000 EACH	.		.	
1360	SPV.0060 SPECIAL 19. PRODUCTION VIBRATION MONITORING	4.000 EACH	.		.	
1370	SPV.0090 SPECIAL 01. FENCE TEMPORARY	1,450.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1380	SPV.0090 SPECIAL 02. WET REFLECTIVE TEMPORARY PAVEMENT MARKING TAPE	10,500.000 LF	.		.	
1390	SPV.0105 SPECIAL 01. PAVEMENT CLEANUP PROJECT 1100-03-79	LUMP	LUMP		.	
1400	SPV.0105 SPECIAL 02. SURVEY PROJECT 1100-03-79	LUMP	LUMP		.	
1410	SPV.0105 SPECIAL 03. RAILING TUBULAR SCREENING SPECIAL B-40-889	LUMP	LUMP		.	
1420	SPV.0105 SPECIAL 04. RAILING TUBULAR SCREENING SPECIAL R-40-614	LUMP	LUMP		.	
1430	SPV.0105 SPECIAL 05. RAILING TUBULAR SCREENING SPECIAL R-40-615	LUMP	LUMP		.	
1440	SPV.0105 SPECIAL 06. RAILING TUBULAR SCREENING SPECIAL R-40-616	LUMP	LUMP		.	
1450	SPV.0105 SPECIAL 07. RAILING TUBULAR SCREENING SPECIAL R-40-617	LUMP	LUMP		.	
1460	SPV.0105 SPECIAL 08. PREFABRICATED STEEL STAIR CASE WEST	LUMP	LUMP		.	
1470	SPV.0105 SPECIAL 09. PREFABRICATED STEEL STAIR CASE EAST	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1480	SPV.0105 SPECIAL 10. LIGHTING SYSTEM INTEGRATOR	LUMP	LUMP		.	
1490	SPV.0105 SPECIAL 11. LIGHTING SYSTEM SURVEY	LUMP	LUMP		.	
1500	SPV.0105 SPECIAL 12. MAINTENANCE OF LIGHTING SYSTEMS	LUMP	LUMP		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**