

**HIGHWAY WORK PROPOSAL**

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

Proposal Number:

**35**

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Brown	9202-08-80	WISC 2014 200	De Pere - Suamico WIS 29 Relocation US 41-CTH J Elmhurst Avenue Extension	Off-Sys

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 Bid Submittal Due Date: May 13, 2014 Time (Local Time): 9:00 AM Contract Completion Time May 1, 2015 Assigned Disadvantaged Business Enterprise Goal <div style="text-align: right;"><b>12%</b></div>	Attach Proposal Guaranty on back of this PAGE. Firm Name, Address, City, State, Zip Code <div style="text-align: center;"><b>SAMPLE NOT FOR BIDDING PURPOSES</b></div> This contract is exempt from federal oversight.
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This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the plans, Highway Work Proposal, and all addenda, and has checked the same in detail before submitting this proposal or bid; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal bid.

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

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

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

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

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

Notary Seal

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

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

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

**For Department Use Only**

Type of Work	
Grading, base aggregate dense, asphaltic base, breaker run, HMA pavement, concrete pavement, concrete curb and gutter, storm sewer, steel plate beam guard, permanent signing, construction of sign structures S-05-289, S-05-290, and S-05-291, traffic control, street lighting, pavement marking, and landscaping.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## 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.

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## **SPECIAL PROVISIONS**

### **1. Administrative.**

#### **1.1. General.**

Perform the work under this construction contract for Project 9202-08-80, De Pere – Suamico, Wis 29 Relocation US 41 – CTH J, STH 29, Elmhurst Avenue Extension, Brown 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)

#### **1.2. Scope of Work.**

The work under this contract consists of grading, base aggregate dense, asphaltic base, breaker run, HMA pavement, concrete pavement, concrete curb and gutter, storm sewer, steel plate beam guard, permanent signing, construction of sign Structures S-05-289, S-05-290, and S-05-291, traffic control, street lighting, pavement marking, landscaping and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### **1.3. 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 14 calendar days of the week covered by the weekly certified payroll.

(NER41-20100426)

#### **1.4. Field Facilities.**

The department will provide primary field facilities for this project located at 1940 West Mason Street, Green Bay, WI 54303.

(NER41-20110811)

## **1.5. Other Contracts.**

The following projects will be under construction concurrently with the work under this contract. Coordinate trucking activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

### **US 41 South Mainline**

**Project 1133-03-77**, DePere – Suamico, Morris Avenue – Memorial Drive, USH 41, Morris Avenue – Ninth Street Mainline; **Project 1133-09-71**, DePere – Suamico, Glory Road – Morris Avenue, USH 41, Glory Road – Morris Avenue Mainline; **Project 1133-09-74**, DePere – Suamico, Glory Road – Morris Avenue, USH 41, Hansen Road Bridge; **Project 1133-09-76**, DePere – Suamico, Glory Road – Morris Avenue, USH 41, Oneida Street (CTH AAA) Interchange, all projects located in Brown County, Wisconsin under a department contract. Work under this contract is anticipated to start in August of 2013 and be completed in July of 2016. The work under 1133-03-77 and 1133-09-71/74/76 is not expected to inhibit any construction under this contract.

### **US 29 – US 41 Interchange and US 41 Central Mainline**

**Project 1133-03-71**, DePere - Suamico, Larson Road – Memorial Drive Mainline, USH 41; **Project 1133-03-73**, DePere - Suamico, WIS 29 Interchange (Packerland Drive – US 41), STH 29; **Project 9202-07-71**, DePere - Suamico, WIS 29 Mainline (Duck Creek - Packerland Drive/CTH EB), STH 29, all projects located in Brown County, Wisconsin under a department contract. Work under this contract is anticipated to start in September of 2012 and be completed in October of 2014. The work under this contract will have traffic control overlap. Coordinate traffic control with the 1133-03-71/73 and 9202-07-71 contractor.

**Project 1133-03-83**, DePere - Suamico, WIS 29 Steel Fabrication, USH 41, Brown County, Wisconsin under a department contract. Work under this contract is anticipated to start in July of 2010 and be completed in October of 2014. The work under 1133-03-83 is not expected to inhibit any construction under this contract.

**Project 9202-07-84**, DePere - Suamico, Packerland Drive/Dousman Street/Shawano Avenue Temporary Traffic Signals, USH 41, Brown County, Wisconsin under a department contract. Work under this contract is anticipated to start in November of 2011 and be completed in October of 2015. The work under 9202-07-84 is not expected to inhibit any construction under this contract.

**Project 9202-08-72**, DePere - Suamico, Dousman Street Obliteration, USH 41, Brown County, Wisconsin under a department contract. Work under this contract is anticipated to start in January of 2014 and be completed in May of 2014. The work under 9202-08-72 is not expected to inhibit any construction under this contract.

**Project 9202-08-77**, DePere - Suamico, Shawano Avenue Landscaping and Bike/Pedestrian Trail (Duck Creek – CTH EB, Dousman Street – Taylor Street), USH 41, Brown County, Wisconsin under a department contract. Work under this contract is

anticipated to start in August of 2014 and be completed in December of 2014. The work under 9202-08-77 is not expected to inhibit any construction under this contract.

#### **IH 43/US 41 Interchange and Mainline US 41 North**

**Project 1133-10-71**, DePere - Suamico, Velp Avenue-Duck Creek Mainline/IH 43 Interchange; **Project 1133-10-75**, DePere - Suamico, Velp Avenue (USH 141) Interchange; **Project 1133-10-77**, DePere - Suamico, Memorial Drive-Velp Avenue Mainline; **1133-10-79**, DePere - Suamico, Velp Avenue Interchange Lighting; **1133-10-83**, DePere - Suamico, Memorial Drive-Duck Creek Clearing and Grubbing; **1133-11-79**, DePere - Suamico, Deerfield Docks Trail Connection; **1133-11-85**, DePere - Suamico, IH 43 System Interchange; **1133-11-87**, DePere - Suamico, Wietor Drive Resurface, USH 41, all projects located in Brown County, Wisconsin under a department contract. Work under this contract is anticipated to start in August of 2013 and be completed in December of 2014. The work under 1133-10-71/75/77/79/83 and 1133-11-79/85/87 is not expected to inhibit any construction under this contract.

**Project 1133-10-72**, DePere - Suamico, Lineville Road (CTH M) Interchange; **Project 1133-10-78**, DePere - Suamico, Lineville Road Interchange Lighting; **Project 1133-10-81**, DePere - Suamico, Duck Creek – Lineville Road Mainline, USH 41, all projects located in Brown County, Wisconsin under a department contract. Work under this contract is anticipated to start in August of 2013 and be completed in December of 2014. The work under 1133-10-72/78/81 is not expected to inhibit any construction under this contract.

**Project 1133-11-74**, DePere - Suamico, IH 43 Early Structure/Early Fill, IH 43, Brown County, Wisconsin under a department contract. Work under this contract is anticipated to start in September of 2013 and be completed in February of 2015. The work under 1133-11-74 is not expected to inhibit any construction under this contract.

Additional projects may be under construction concurrently with the work items under this contract. Inquire with the Village of Howard, City of Green Bay, Brown County, and the department for any additional projects anticipated to be under construction in the project area or along proposed hauls routes.

#### **1.6. Notice to Contractor - Potential Borrow Sources.**

The department has been notified of potential sources of borrow materials in the project area. A list of potential borrow sources is available from the department via the USH 41 website at <http://us41.wisconsin.gov/resources/contractor-resources>.

This information is being provided as a notice to the contractor and any materials incorporated into the project work will be required to meet the applicable portions of the standard specifications. Existing data which may be available for the listed borrow sources such as boring data collected, soil analyses completed, and minimum standard admixture information will be made available from the department. Information available will be noted in the list of potential borrow sources at the website link provided. (NER41-20110317)

## **1.7. Notice to Contractor – Project Storage and Staging Areas.**

*Supplement standard specs 106.4(2) and 107.9 with the following:*

To accommodate stage construction of the department planned contracts for the USH 41 Brown County program, the department will implement a review and approval process for use of storage and staging areas within the right-of-way and adjacent to the project.

Equipment and materials can be stored within the slope intercepts shown on the plan and within the footprint of the roadway or structures within the project limits. Storage of equipment and materials will not be allowed in areas which are restricted by traffic and other requirements provided in the special provisions.

Make any requests for storage and staging areas located outside of the slope intercepts or outside of the proposed roadway and structure footprints to the engineer. The request should include the anticipated date for occupying the area, the anticipated date for vacating the area, and a proposed restoration plan for the area. Review by the department does not constitute approval.

(NER41-20110317)

## **1.8. Notice to Contractor – Tribal Cultural Resources Sensitivity Training.**

Prior to start of field construction activities all contractor and subcontractor personnel planning to work on this contract must attend tribal cultural resource sensitivity training. The training is anticipated to last approximately two hours. Provide two weeks advanced notice to the Bureau of Equity and Environmental Services (BEES) to schedule training. The contact at BEES is Lynn Cloud (608) 266-0099 or Jim Becker (608)261-0137. This training cost is considered incidental to construction.

## **2. Prosecution and Progress.**

### **2.1. CPM Progress Schedule.**

Complete CPM Progress Schedule in accordance to standard spec 108.4 and herein provided:

*Replace standard spec 108.4.4.3(1)(7) with the following:*

(7) Provide 3-week look-ahead bar charts by early start.

*Add the following to standard spec 108.4.4.4:*

#### **(4) Three-Week Look-Ahead Schedules**

Between each monthly CPM Progress Schedule update, submit Three-Week Look-Ahead Schedules on a weekly basis after the notice to proceed. The Three-Week Look-Ahead

schedules can be hand drawn or generated by computer. With each Three-Week Look-Ahead include:

1. Activities underway and as-built dates for the past week.
2. Planned work for the upcoming two-week period.
3. The activities of the Three-Week Look-Ahead schedule shall include the activities underway and critical RFIs and submittals, based on the CPM schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the CPM schedule.
4. On a weekly basis, the department and the contractor shall agree on the as-built dates depicted in the Three-Week Look-Ahead schedule or document any disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the CPM schedule.

*Replace standard spec 108.4.4.7(1) with the following:*

(1) The department will measure CPM Progress Schedule for each initial and monthly schedule update acceptably completed.

*Replace standard spec 108.4.4.8(2) with the following:*

(2) Payment is full compensation for furnishing all work required under this bid item. The department will pay the bid item price for the initial schedule and each monthly schedule update submitted to the department. The Three-Week Look-Ahead schedules are incidental to the monthly CPM Progress Schedule updates.  
(NER41-20120717)

## **2.2. Prosecution and Progress.**

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

The schedule of operations as required under standard spec 108.9.2 shall provide for all work except for landscaping.

Indicate on the proposed schedule of operations that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time.

When engaged in roadway cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If



vacuum equipment is employed, it must have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

The contractor is advised that there may be multiple mobilizations for such items as erosion control, traffic control, detours, signing items, temporary pavement markings and other incidental items related to the staging. The department will make no additional payment for said mobilizations.

Comply with all local ordinances which apply to construction operations. Furnish any ordinance variance issued by the municipality or any other required permits to the engineer by the contractor, in writing before performing such work.

An assumed duration of specific traffic control set up and related construction activities have been included for information only. The contractor can elect to complete individual construction stages and traffic phases any time during the project contract, provided the prerequisites have been met and interim and final completion dates are met.

### **Traffic/Construction Overview**

Follow the construction operations as outlined in the staging overview sheets and other plan details. Items listed below are not limited to, but only highlight construction activities, that are subject to interim completion dates, liquidated damages, or penalties. Closure for the construction of CTH EB (Cardinal Lane) south of Dousman Street shall be completed in 60 consecutive calendar days in Stage 2 and Stage 3 as identified below:

- Stage 1A
  - Construct Dousman Street westbound
- Stage 1B
  - Construct CTH EB northbound north of Dousman Street
  - Closure for the construction of CTH EB (Cardinal Lane) northbound north of Dousman Street shall be completed in one 58-hour weekend
- Stage 2
  - Construct Elmhurst Avenue Extension
  - Construct CTH EB (Cardinal Lane) except at Brantwood Avenue
  - Construct Dousman Street EB, except at temporary roadway
- Stage 3
  - Construct CTH EB (Cardinal Lane) at Brantwood Avenue
  - Construct Dousman Street EB at temporary roadway
  - Construct Cardinal Lane and Dousman Street medians
- Stage 4
  - Construct Curb and Gutter along Dousman Street
  - Construct Sidewalks and Multi-use paths

## **Approved Roadway Closures**

### **58-hour closure**

The contractor may close CTH EB (Cardinal Lane) northbound, north of the Dousman Street intersection to complete work in Stage 1B. The one-time closure may occur between 7:00PM Friday to 5:00AM Monday. Upon completion of the closure, traffic shall be returned to normal operations as shown in Stage 1A.

CTH EB (Cardinal Lane) northbound north of Dousman can be closed to vehicular traffic for a period of up to 58 consecutive hours over a weekend between 7:00 PM Friday to 5:00 AM Monday. If the contractor fails to complete all work and coordination measures necessary to open CTH EB (Cardinal Lane) for vehicular traffic under this contract within the 58-hour limit prior to 5:01 AM Monday, the department will assess the contractor \$1,250 in hourly damages for each hour that the roadway remains closed after 5:01 AM. An entire hour will be charged for any period of time within an hour that the road remains closed beyond 5:01 AM. Hourly damages will be assessed under the administrative item Failing to Open Road to Traffic.

### **60-day closure**

The contractor may close CTH EB (Cardinal Lane) south of Dousman Street for a period of up to 60 consecutive calendar days to complete work in Stage 2 and Stage 3. This closure is to coincide with CTH EB (Cardinal Lane) closures under Project 9202-07-71 (DePere - Suamico, WIS 29 Mainline (Duck Creek - Packerland Drive/CTH EB), STH 29). The STH 29 service interchange with CTH EB (Packerland Drive) including both ramp terminals and the intersection of CTH EB and CTH RK can be closed to vehicular traffic for a period of up to 60 calendar days. This closure will not begin until the completion of the US 41 service interchange with STH 29 (Shawano Avenue) including the portion of Shawano Avenue between Dousman Street and Taylor Street.

*Supplement standard spec 108.11 as follows:*

Upon closing the STH 29 service interchange with CTH EB (Packerland Drive) including both ramp terminals and the intersection of CTH EB and CTH RK, CTH EB (Cardinal Lane) south of Dousman Street can be closed to vehicular traffic for a period of up to 60 calendar days. If the contractor fails to complete all work and coordination measures necessary to open CTH EB (Cardinal Lane) including placement of lighting, pavement markings, signing, and all incidentals necessary for opening the roundabout for vehicular traffic under this contract within 60 calendar days, the department will assess the contractor \$12,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM on the 61<sup>st</sup> day. 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.

### **Interim Completion date December 12, 2014**

Complete all contract work excluding landscaping prior to 12:01 AM December 13, 2014.

*Supplement standard spec 108.11 as follows:*

If the contractor fails to complete all work, excluding landscaping prior to 12:01 AM December 13, 2014, the department will assess the contractor \$1,690 in interim liquidated damages for each calendar day that the roadway work remains after 12:01 AM December 13, 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.

Construction operations shall be resumed in the Spring of 2015 within ten days after the date on which a written order to do so has been issued by the engineer. Written order to resume will be issued on or after April 1, 2015.

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

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

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

### **3. Meetings.**

#### **3.1. Meetings.**

The department will implement mandatory leadership partnering meetings on this contract.

Key members of the contractor project team, major subcontractors' project team shall meet with department leadership on a bi-weekly or as needed basis. Attendance at this meeting shall include project level supervisory personnel, corporate/state level management personnel, and key project personnel of the contractor's principal subcontractors and suppliers. Project design engineers, FHWA, local government representatives, environmental regulators, emergency service personnel, utility companies, impacted business and/or landowners, and other stakeholders may also be invited to attend, as needed.

This meeting will facilitate communication between parties and review issues and issues resolution procedures, help resolve disputes timely, satisfactorily, and as near as possible to the originating level of the dispute.

All Leadership Partnering Meetings costs are incidental to the contract work.  
(NER41-20101117)

### **3.2. Project Communication Enhancement Effort.**

Use the Project Communication Enhancement Effort (PCEE) tools on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

Forms and associated guidance are published in the PCEE Manual available at the department's Highway Construction Contract Information (HCCI) web site at:

<http://roadwaystandards.dot.wi.gov/standards/admin/pcee-user-manual.doc>

(NER41-20100201)

### **3.3. 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.

As scheduled by the engineer, attend a 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. 090616

(NER41-20100201)

### **3.4. Coordination with Businesses.**

The contractor shall arrange and conduct meetings between the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. The first meeting shall be held prior to the start of work under this contract and as needed or directed by the engineer.

(NER41-20111018)

## **4. Alternative Dispute Resolution.**

### **4.1. Claims Process for Unresolved Changes.**

*Add the following to standard spec 105.13.2(2):*

3. When filing the notice of claim, use the “Initial Notice Claim Record” form developed for the USH 41 corridor. The Initial Notice Claim Record establishes the claim nature and circumstances. The claim nature and circumstances must remain consistent. Request the form from the engineer.

*Supplement standard spec 105.13.4(1) with the following:*

When submitting the claim, use the “Final and Full Claim Record” form developed for the USH 41 corridor. Request the form from the engineer.

## **5. Insurance.**

### **5.1. Bidding Instructions for Insurance.**

The department will implement, an Owner Controlled Insurance Program (OCIP) for this contract as described in the:

- Owner Controlled Insurance Program Article
- USH 41 Corridor Project OCIP Insurance Manual
- USH 41 Corridor Project Safety Manual
- USH 41 Corridor Project Claims Manual

Do not include in your bid the “cost of OCIP coverage’s” and as specified in section 107.26(1)(a)9 of the OCIP article. The “costs of OCIP coverage’s” are described in the USH 41 Corridor Project OCIP Insurance Manual.

The USH 41 Corridor Project OCIP Insurance Manual and the Safety Manual contain minimum safety requirements that meet or exceed those required by law, and they include special requirements for the following programs:

- Substance Abuse Program
- Return to Work Program

Enroll and maintain enrollment in the OCIP. Enroll in the OCIP within five days of executing the contract.

Obtain and maintain insurance coverage’s in addition to the OCIP as specified in section 107.26(1)(a)8 of the OCIP article.

Ensure that subcontractors, both those enrolled in and excluded from the OCIP, obtain and maintain insurance coverage's in addition to the OCIP as specified in section 107.26(1)(a) 8 of the OCIP article.

(NER41-20100426)

## **5.2. Owner Controlled Insurance Program.**

Section 107.26, "Standard Insurance Requirements" of the standard specifications 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 Services Central, Inc., (the "OCIP administrator") for this Project to be insured under its Owner Controlled Insurance Program ("OCIP"). The OCIP is more fully described in the USH 41 North-South Corridor 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 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, 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, eligible Contractors and subcontractors who enroll in the OCIP, 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;
  - c. Contractors and each of their respective subcontractors who do not perform any actual labor on the Project site;
  - d. Any party or entity not specifically identified in this special provision or excluded by the WisDOT as permitted by law, even if otherwise eligible.

Excluded Parties and parties no longer enrolled or covered by the OCIP shall obtain and maintain, and shall require each of its subcontractors to obtain and maintain, the insurance coverage specified in Section 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 coverages.** The OCIP coverages 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 coverages. In the event any provision of this special provision, the Insurance Manual, the contract documents, or the summary below conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.
- 5. Summary of OCIP Coverages.** OCIP coverages 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. OCIP coverages will not apply to Excluded Parties, even if erroneously enrolled in the OCIP. An Enrolled Party's operations away from the Project site, including product manufacturing, assembling, or otherwise, will only be insured if such "off-site" operations are identified, endorsed onto the OCIP policies, and are dedicated solely to the Project. Contractor may request such "off-site" operations to be insured in writing to WisDOT; however, OCIP coverages will not insure "off-site" operations until the OCIP policies have been endorsed to insure such "off-site" location. The decision to insure "off-site" operations shall be determined by WisDOT and the OCIP insurer.

The OCIP coverages are primary insurance for all on-site operations of eligible and Enrolled Parties. The OCIP will provide only the following insurance to eligible and Enrolled Parties:

Summary Only

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

- iii. 10 yr. Products & Completed Operations Extension
  - iv. Products & Completed Operations Aggregate for all Enrolled Parties \$4,000,000(Single Limit Applies to Entire 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)
- Each Occurrence Limit \$150,000,000
- Aggregate \$150,000,000 (Annual Limit)
- \$150,000,000 Products & Completed Operations Aggregate Limit (Single Limit Applies to Entire Products & Completed Operations Extension).

**6. The WisDOT's Insurance Obligations.** The WisDOT will pay the costs of premiums for the OCIP coverages. The 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. Each contractor and each of its subcontractors hereby assign to the WisDOT the right to receive all such adjustments. The WisDOT assumes no obligation to provide insurance other than that specified in this special provision and the OCIP insurance policies. 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, without obligation to do so, 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. Incorporate the terms of this special provision in all subcontract agreements.
- b. Enroll in the OCIP within five (5) business days of execution of the contract and maintain enrollment in the OCIP, and assure that contractor's eligible subcontractors enroll in the OCIP and maintain enrollment in the OCIP within five (5) business days of subcontracting and prior to the commencement of their Work at the Project site.
- c. 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, 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 coverages.
- 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 107.26(1)(a) 8 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 107.26(1)(a) 8 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, and Illinois if applicable, 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 eligible and Enrolled Parties, the Workers' Compensation, Employer's Liability, and Commercial General Liability insurance required by this section shall only be for off-site activities or operations not insured under the OCIP coverages. 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 Million Combined single limits per occurrence with an annual aggregate limit of not less than \$4 Million.
  - 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. Commercial General Liability insurance shall be maintained in force for two (2) years following completion and the WisDOT's acceptance of the work.
  - d. 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.
2. Workers' Compensation and Employer's Liability insurance.
  - a. Workers' Compensation limits: statutory limits
  - b. Employer's Liability limits:
    - i. Bodily injury by accident: \$100,000 each accident
    - ii. Bodily injury by disease: \$500,000 policy limit
    - iii. Bodily injury by disease: \$100,000 each employee
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 navigatable 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 107.26(1)(a)8 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. 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.
- 10. 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.
- 11. 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.
- 12. 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.

- 13. 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. 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 contractor together with the same parties referenced immediately above in this section. 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.
- 14. Duty of Care.** Nothing contained in this special provision or the Insurance Manual shall relieve the contractor or any of its subcontractors of their respective obligations to exercise due care in the performance of their duties in connection with the work and to complete the work in strict compliance with the contract documents.
- 15. 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.
- 16. 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.

(NER41-20090128)

## **6. Environmental.**

### **6.1. Environmental Protection.**

*Supplement standard spec 107.18 follows:*

#### **Wetlands**

The contractor shall not disturb nor store materials or topsoil within the nearby wetlands as shown on the erosion control sheets unless areas are designated to be filled or impacted as permitted in the project's U.S. Army Corps of Engineers Section 404 Permit. The work area shall be separated from the wetlands by silt fence, as shown on the plans, to avoid siltation and inadvertent fill into the wetland areas.

#### **Dewatering**

If dewatering is required, treat the water to remove suspended solids before allowing it to enter any waterway or wetland. Provide a sedimentation basin with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the waterway or wetland as provided in the standard specifications and these special provisions. As part of the Erosion Control Implementation Plan (ECIP) submittal, supply all pertinent information and calculations used to determine the best management practice for dewatering at each location it is required.

Refer to the dewatering guidelines of WisDNR Storm Water Management Technical Standards, Code #1061, "Dewatering". This document can be found at the WisDNR website: <http://dnr.wi.gov/runoff/stormwater/techstds.htm>

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid item "Sedimentation Basin".  
(NER41-20110317)

### **6.2. Notice to Contractor – Archaeological Survey Coordination.**

The department will conduct archaeological surveys for borrow sites, batch plants, waste sites, and staging areas to be used for the project. If significant discoveries of non-burial related archaeological features are discovered, section 106 procedures pursuant to 36 CFR 800 will be followed or another area will be obtained for borrow, batch plants, waste sites, and staging areas.

Notify the department as soon as possible but at least 7 days in advance of soil disturbance at selected sites to allow time for archaeological surveys to be completed in advance of your work.

The department will have on-site tribal and archaeological project monitoring. During ground excavating activities, the contractor shall allow the monitors an opportunity to assess the area for culturally significant and/or important archaeological features. If

significant/important features are discovered, section 106 procedures pursuant to 36 CFR 800.13 (post review discoveries) will be followed.

The department will conduct an archaeological inspection of areas where the material is placed. The contractor will allow the archaeologist five calendar days to inspect the soil after placement before additional material can be placed in the same location. If significant/important features are discovered, section 106 procedures pursuant to 36 CFR 800.13 (post review discoveries) will be followed.

The department will not grant time extensions to the interim or final completion dates for archaeological surveys and inspections. The department is not subject to any claims for delay due to this archeological coordination of on-site monitoring or lake sediment soils unless the delay is greater than 8 hours per discovery of significant potential archeological features. The department is not subject to any claims for delay due to archeological coordination at any borrow, batch plant, waste site or staging areas.  
(NER41-20111018)

### **6.3. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.**

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Kathleen Slattery at (920) 492-2243.  
107-054 (20080901)

### **6.4. Construction Over or Adjacent to Navigable Waters.**

*Supplement standard spec 107.19 with the following:*

Duck Creek is classified as navigable waterway.

### **6.5. Environmental Protection, Aquatic Exotic Species Control.**

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, "Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters", details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources [http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection\\_protocols.pdf](http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection_protocols.pdf) for disinfection:

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or infested waters; and
4. Disinfect your boat, equipment and gear by either:
  - a. Washing with ~212° F water (steam clean), or
  - b. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
  - c. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.  
107-055 (20130615)

## **6.6. Endangered Resources.**

There are State Threatened wood turtle within the project area. Provide 10 business day notice to the department (Mike Helmrick, WisDOT, (920) 492-7738) prior to start of any construction activity. The department will field review and remove any turtle, if found within the project area. The department will monitor and remove turtle if necessary throughout the construction period.

The State Threatened Wood Turtle (*Glyptemys insculpta*) is a known inhabitant to the waterways and riparian corridors throughout the USH 41 segments. Wood turtles may be present at the site, or near the site, therefore; the project construction must protect the perimeter of the area to be disturbed with properly trenched-in silt fence prior to March 15 to discourage the turtles from entering the area. The silt fence installation must meet both the department's specifications and the approval of the Department of Natural Resources.



If the project construction area cannot be silt fenced prior to March 15th, the trenched-in silt fence must be installed prior to construction activities and the area behind the silt fence must be surveyed to ensure no turtles have ventured into the construction site.

Contact Mike Helmrick for additional measures if any Wood Turtles are in the construction limits.

Any turtles that are found in the project site, during construction season, must be removed prior to any site disturbance and shall continue throughout the construction period to ensure no turtles are harmed during construction.

## **7. Traffic and Restrictions to Work.**

### **7.1. Traffic.**

#### **Clear Zone Working Restrictions**

Do not store materials or equipment within the clear zone of traffic lanes which are not protected by temporary precast barrier. Remove materials from the clear zone prior to opening lane closures. Do not leave any slopes steeper than 3:1 or any drop offs at the edge of the traveled way greater than 2 inches within the clear zone which are not protected by temporary precast barrier prior to opening lane closures.

Do not perform heavy equipment work in the median at any time unless protected by concrete barrier in both directions except as allowed during night work with lane closures.

Do not perform heavy equipment work within 18 feet of the edge of the traveled way unless protected by concrete barrier or a lane closure during the allowed closure periods.

Park equipment a minimum of 30-feet from the edge of the traveled way. Equipment may be parked in the median if it meets the minimum distance requirement from both traveled ways or if it is protected by concrete barrier.

If the contractor is unsure whether an individual work operation will meet the safety requirements for working within the clear zone, review the proposed work operation with the engineer before proceeding with the work.

(NER41-20110217)

#### **Portable Changeable Message Signs – Message Prior Approval**

After coordinating with department construction field staff, notify Kevin Lohff at (920) 606-3176 (secondary contact number is (920) 606-0236) 3 business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message.

(NER41-20130129)

### **Private Driveways**

Maintain access to all business driveways and private residence driveways on a minimum of crushed aggregate base course surface at all times except as follows. Close driveways for a maximum of 7 calendar days for grading and placement of base aggregate and concrete paving for each driveway. Notify each business and/or each residence on the property a minimum of 7 calendar days prior to any driveway closures.  
(NER41-20100201)

### **Wisconsin Lane Closure System Advanced Notification**

Provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System.

Lane closures (without width, height or weight restriction)	3 business days
Service Ramp closures	3 business days
Extended closure hours	3 business days
System Ramp closures	7 calendar days
Local Street openings/closings	7 calendar days
Lane closures (with width, height or weight restriction)	14 calendar days
Project Start	14 calendar days
Full Freeway closures	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Notify the engineer if there are any changes in the schedule, early completions, or cancellations for scheduled work.  
(NER41-20100426)

## **7.2. Holiday and Other Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 41, CTH EB and Memorial Drive 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:

- Green Bay Packers home games and Packer Family Scrimmage: From five hours prior to kickoff of the game until Five hours after the end of the game;
- From noon Friday, May 23, 2014 to 5:00 AM Tuesday, May 27, 2014 for Memorial Day;
- From noon Thursday, July 3, 2014 to 5:00 AM Monday, July 7, 2014 for Independence Day;
- From noon Friday, August 29, 2014 to 5:00 AM Tuesday, September 2, 2014 for Labor Day;
- From noon Wednesday, November 26, 2014 to 5:00 AM Monday, December 1, 2014 for Thanksgiving.

Prior to preparing bids, verify the dates of each festival, game, or event listed to obtain current dates for work restrictions.  
(NER41-20100827)

### **7.3. 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.

The City of Green Bay has indicated that they will not allow a variance to their noise ordinance.

The Village of Ashwaubenon has agreed to waive any noise ordinances/restrictions pertaining to the construction of the USH 41 project for the duration of the contract.

*Delete standard spec 107.8 (4) and replace with the following:*

Notify the following organizations and departments at least 72 hours before road closures or detours are put into effect:

Brown County Public Safety Communications	(920) 391-7440
Wisconsin State Patrol	(920) 929-3700
Brown County Sheriff's Department	(920) 448-4219
Oneida Tribal Police Department	(920) 869-2239
Oneida Post Office	(920) 869-3710
Oneida Tribal School District	(920) 869-1676
Village of Howard Fire Department	(920) 434-4679
Howard/Sumiaco School District	(920) 662-7878

The Brown County Public Safety Communications 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor in the event of an emergency.  
(NER41-20111018)

### **7.4. Traffic Control.**

Perform this work in accordance to the requirements of standard spec 643, and as shown on the plans or as approved by the engineer, except as hereinafter modified.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan ten days prior to the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to

maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work.

Cover existing signs which conflict with traffic control as directed by the engineer.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.  
(NER41-20100827)

## **7.5. PCMS Remote Communications, SPV.0045.050.**

### **A Description**

This special provision describes remote communications requirements for use with portable changeable message signs (PCMS) provided under the contract.

## **B Materials**

Furnish an EV-DO cellular modem registered to a 3G or 4G cellular carrier. Ensure that the cellular modem includes 1 or more external antennas, 1 or more 10/100 Ethernet ports, and 1 or more db9 Serial RS-232 interfaces. Ensure that the device is able to handle -30° C to +75° C and is powered by a 12VDC power supply. Ensure that the cellular modem has a built-in secure router with NAT, port forwarding and IP pass-through capabilities.

Provide management IP address, serial port setting, and password(s) for the cellular modem to the department. The department will notify contractor of message changes.

Furnish antenna cable without splices mounted at the highest practical location on the PCMS.

## **C Construction**

Install a cellular modem in a lockable, weatherproof compartment in the PCMS trailer.

A minimum of 14 days before deployment, demonstrate to the department that the installed system is capable of communicating with Trans Suite software.

If remote communications are interrupted or temporarily unavailable, the department will direct the contractor to manually change the message.

## **D Measurement**

The department will measure PCMS Remote Communications by the day, acceptably completed, measured as the number of calendar days that remote communications are available and functioning properly. The department will measure separately for each PCMS requiring remote communications that is available for exclusive use under the contract. The department will deduct one day for each calendar day remote communications are required but out of service for more than 2 hours.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.050	PCMS Remote Communications	Day

Payment is full compensation for providing remote communications capability, and for making message changes if remote communications are interrupted or temporarily unavailable.

## **7.6. Salvage Traffic Signals Special, Item SPV.0105.002.**

### **A Description**

This work shall consist of removing the existing traffic signals at the Cardinal (CTH EB) and Dousman intersection, as shown on the plans, and delivering them to the Department

of Transportation, Northeast Region Office in Green Bay, WI, and as hereinafter provided.

## **B (Vacant)**

## **C Construction**

The existing standards/pedestal bases, type 2 poles/transformer bases, and type 4 poles/transformers bases shall be removed, at the direction of WisDOT Northeast Region Electrical Personnel, who can be reached at (920) 492-5654 or (920) 492-5628. The standards/pedestal bases shall be removed from the concrete bases and remain intact as a unit. The type 2 poles/transformer bases shall be removed from the concrete bases and then the trombone arms shall be detached. The type 4 poles/transformer bases shall be removed from the concrete bases and then the luminaire arms shall be detached. All signal faces shall remain attached to its respective standard or pole. After the traffic signals have been removed from their concrete bases, this equipment shall be transported to the Department of Transportation Office at 944 Vanderperren Way, Green Bay, WI. The salvaged traffic signals shall be delivered in the same condition as they were prior to removing them from their concrete bases. The contractor shall replace or repair any equipment that was damaged during this salvage operation. Prior to delivering the salvaged equipment, the contractor shall make arrangements with the WisDOT Northeast Region Electrical Personnel to ascertain the location in the backyard where to stockpile these items.

## **D Measurement**

The department will measure Salvage Traffic Signals Special 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.0105.002	Salvage Traffic Signals Special	LS

Payment for Salvage Traffic Signals Special is full compensation for removal, disassembly, transporting, and stockpiling at the DOT yard.  
(NER41-20100201)

## **8. Utilities and Railroads.**

### **8.1. Utilities.**

- (1) This contract comes under the provision of Administrative Rule Trans 220. 107-065 (20080501)
- (2) There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility

company or on the permits issued to them. View these documents at the Regional Office during normal working hours.

- (3) Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.
- (4) When interpreting the term “working days” within the “Utilities” article of these special provisions (and only within this article), use the definition provided in Trans 220.03(20) of the Wisconsin Administrative Code rather than the definition provided in Section 101.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.
- (5) **AT&T Wisconsin (AT&T)** has underground communication facilities along the right side of CTH ‘EB’ from southwest of construction limits to a pedestal at approximately 31‘DE’+50. AT&T does not anticipate any conflicts with this facility.
- (6) AT&T has underground communication facilities crossing CTH ‘EB’ at approximately 105‘EBN’+50 and continuing north along the right side of Brantwood Avenue to a pedestal north of construction limits. Prior to construction AT&T plans to vacate this facility in place.
- (7) AT&T plans to install a new underground communication facility starting crossing CTH ‘EB’ at approximately 105‘EBN’+50 and continuing north along the left side of Brantwood Avenue to north of construction limits. AT&T plans to complete this work prior to construction.
- (8) AT&T has underground communication facilities along the right side from approximately 31‘DE’+50 to approximately 30‘DE’+75. From there the facility crosses to the left side of existing Dousman Street. The facility then continues along the left side of existing Dousman Street to a pedestal west of construction limits. Prior to construction AT&T plans to vacate this facility in place.
- (9) AT&T plans to install a new underground communication facility along the right side of Dousman Street from approximately 31‘DE’+50 to a crossing west of construction limits. AT&T plans to complete this work prior to construction.
- (10) **Time Warner Cable** has underground communication facilities crossing CTH ‘EB’ at approximately 103‘EBN’+00. Time Warner Cable does not anticipate any conflicts with this facility.
- (11) Time Warner Cable has underground communication facilities along the left side of CTH ‘EB’ from approximately 104‘EBS’+25 to 106‘EBS’+30. The facility then crosses to the right side of CTH ‘EB’ and continues to a WPS pole at approximately 107‘EBN’+00. Time Warner Cable does not anticipate any conflicts with this facility.

- (12) Time Warner cable has overhead communication facilities along the right side of CTH 'EB' from approximately 107'EBN'+00 to 109'EBN'+00. Time Warner Cable does not anticipate any conflicts with this facility.
- (13) Time Warner Cable has underground communication facilities along the left side of existing Dousman Avenue from approximately 30'DE'+50 to east of construction limits. Prior to construction Time Warner Cable plans to vacate this facility in place.
- (14) Time Warner Cable plans to install new underground communication facilities along the right side of Dousman Avenue from approximately 30'DE'+50 to 31'DE'+00. From there the facility crosses to the left side of Dousman Avenue on a skew to 32'DW'+30. From there the facility will continue along the left side of Dousman Avenue to east of construction limits. Time Warner Cable plans to complete this work prior to construction.
- (15) Time Warner Cable has underground communication facilities along the right side of CTH 'EB' from approximately 109'EBN'+00 to north of construction limits. Prior to construction Time Warner Cable plans to vacate this facility in place.
- (16) Time Warner Cable plans to install new underground communication facilities along the right side of CTH 'EB' from approximately 111'EBN'+00 to a new vault at approximately 113'EBN'+25 where the facility will tie into an existing facility. Time Warner Cable plans to complete this work prior to construction.
- (17) **The Village of Howard** has sanitary sewer facilities along the right side of CTH 'EB' from south of construction limits to approximately 108'EBN'+00. This line then continues along the right side of Dousman Avenue to east of construction limits. The Village of Howard does not anticipate any conflicts with this facility.
- (18) The Village of Howard has sanitary sewer facilities along the centerline of Brantwood Avenue from 11'BWA'+00 to north of construction limits. The Village of Howard does not anticipate any conflicts with this facility.
- (19) The Village of Howard has water facilities along the right side of CTH 'EB' from south of construction limits to approximately 108'EBN'+00. This line then continues along the right side of Dousman Avenue to east of construction limits. The Village of Howard plans to relocate a hydrant from 106'EBN'+10 to 104'EBN'+74. The Village of Howard plans to complete this work prior to construction.
- (20) The Village of Howard has water facilities crossing CTH 'EB' at approximately 105'EBN'+00. This facility then continues along the left side of Brantwood Avenue to north of construction limits. The Village of Howard does not anticipate any conflicts with this facility.
- (21) The Village of Howard has water facilities crossing CTH 'EB' at approximately 108'EBN'+50. This facility then continues along the left side of CTH 'EB' to north



of construction limits. The Village of Howard plans to lower a 20' section of the watermain at approximately 111'EBS'+50 to avoid a conflict with storm sewer. The water facility will be lowered using four 45° bends to an elevation of 584.50. The Village of Howard plans to complete this work prior to construction.

- (22) **Wisconsin Public Service (WPS)** has underground electric facilities on the left side of CTH 'EB' from west of construction limits to a crossing at approximately 106'EBS'+35. WPS does not anticipate any conflicts with this facility.
- (23) WPS has underground electric facilities on the left side of CTH 'EB' from west of project limits to a crossing at approximately 108'EBS'+75. This line continues along the right side of CTH 'EB' to approximately 109'EBN'+40. WPS does not anticipate any conflicts with this facility.
- (24) WPS has underground electric facilities in the existing island of CTH 'EB' from approximately 106'EBN'+75 to approximately 108'EBN'+25. These facilities power the existing light poles. Prior to construction WPS plans to vacate this facility in place.
- (25) WPS has overhead electric facilities on the right side of CTH 'EB' from approximately 106'EBN'+25 to approximately 109'EBN'+25. WPS does not anticipate any conflicts with these facilities.
- (26) WPS has underground electric facilities crossing the existing Dousman Street at approximately 30'DE'+70. This facility continues along the left side of existing Dousman Street to east of construction limits. This facility will be in conflict with new storm sewer and road construction. Prior to construction WPS plans to vacate this facility in place from the crossing at approximately 30'DE'+70 to approximately 33'DW'+70.
- (27) WPS plans to install a new underground electric facility along the right side of Dousman Street starting at approximately 30'DE'+50. This facility will continue east along the right side of Dousman Street to a crossing at approximately 32'DW'+00. This facility will then continue along the right side of Dousman Street to approximately Station 33'DW'+70 where it will be tied into the existing facility outside of slope intercepts. WPS plans to complete this work prior to construction.
- (28) WPS has underground electric facilities along Dousman Street throughout construction limits. These facilities power existing light poles. Prior to construction WPS plans to vacate this facility in place.
- (29) WPS has underground electric facilities along CTH 'EB' from approximately 110'EBN'+50 to north of construction limits. These facilities power existing light poles. Prior to construction WPS plans to vacate this facility in place.

- (30) **Wisconsin Public Service** has gas facilities along the right side of CTH 'EB' within grading limits from southwest of construction limits to approximately 105'EBN'+00. WPS does not anticipate any conflicts with this facility.
- (31) WPS has gas facilities within grading limits at approximately 103'EBN'+00 right. WPS does not anticipate any conflicts with this facility, however it is a high pressure main and therefore WPS will have to have a representative on site whenever excavation or grading occurs near this facility. Please contact Phil Mauermann at (920) 617-5092 three working days prior to excavation within 15 feet of this facility to ensure that a representative is present.
- (32) WPS has gas facilities crossing the existing Dousman Street at approximately 31'DE'+00. This facility then continues along the right side of CTH 'EB' to north of construction limits. Prior to construction WPS plans to vacate this facility in place.
- (33) WPS has gas facilities along the left side of existing Dousman Street from approximately 31'DE'+00 to east of construction limits. Prior to construction WPS plans to vacate this facility in place from 31'DE'+00 to approximately 34'DE'+00.
- (34) WPS plans to install a new gas facility crossing Dousman Street at approximately 32'DW'+00. This facility will then continue along the right side of CTH 'EB' to approximately Station 112'EBN'+50 where it will tie into existing facilities. WPS plans to complete this work prior to construction.
- (35) WPS plans to install a new facility along the left side of Dousman Street from approximately 32'DW'+00 to approximately 34'DW'+00 where it will tie into an existing facility. WPS plans to complete this work prior to construction.

## **9. Clear – Demolition – Removal.**

### **9.1. Clearing and Grubbing.**

Complete work in accordance to standard spec 201 and as herein provided.

*Revise standard spec 201.3 as follows:*

Burning of stumps, roots, brush, waste logs and limbs, timber tops, and debris resulting from clearing and grubbing is not allowed.  
(NER41-20100201)

### **9.2. Removing or Abandoning Miscellaneous Structures.**

*Supplement standard spec 204.3.2.2 (1) with the following:*

Any mesh or reinforcement that is found in concrete pavements or other removal items is incidental to the removal bid item(s) included in the contract.  
(NER41-20111018)

## **10. Earthwork.**

### **10.1. Preparing the Foundation.**

*Add the following to standard spec 211.3.1:*

The contractor shall plan construction activities such that the earth subgrade is covered by the roadway base in a timely manner upon completion of preparation of the subgrade or as directed by the engineer. The contractor is responsible for the removal of any excess water from the subgrade as a result of rainfall events or natural drainage, removal of subgrade material made unsuitable by rain events or natural drainage as well as placement of fill material to replace it.  
(NER41-20110908)

### **10.2. Roadway Excavation.**

*Add the following to standard spec 205.5.2(1):*

Provide the department with an earth flow diagram within 30 calendar days of receiving the contract Notice to Proceed.

Identify all excavation required for the project, shrinkage and swell factors, anticipated material available for embankment if stockpiling or off-site disposal is required, and location of material to be placed in embankment on the earth flow diagrams.

Upon acceptance of the earth flow diagram by the department, the department will include the earth flow diagram with the Bid Escrow Documentation.  
(NER41-20121015)

## **11. Bases, Subbases and Pavements.**

### **11.1. 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>
≤ 1500 tons	One test from production, load-out, or placement at the contractor's option <sup>[1]</sup>
> 1500 tons and ≤ 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 ≤ 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)

**11.2. Breaker Run.**

*Replace standard spec 311.3 (1) with the following:*

Place breaker run where the plans show or as the engineer directs. The contractor may substitute select crushed material conforming to standard spec 312.2 for breaker run.  
(NER41-20111213)

### **11.3. Concrete Pavement.**

*Supplement standard spec 415 as follows:*

#### **415.3.3 Preparing the Foundation**

*Add the following text:*

- (3) Place multiple layers of polyethylene sheets over entire area where concrete pavement contacts the concrete masonry associated with the MSE wall. Total thickness of the sheets shall be at least 0.03 inches.

#### **415.5.1 General**

*Add the following text:*

- (6) Payment for multiple layers of polyethylene sheets placed at locations where concrete pavement contacts the concrete masonry associated with the MSE wall is considered incidental to the Concrete Pavement bid items or HPC Concrete Pavement bid items included in the contract.

(NER41-20130305)

### **11.4. QMP HMA Pavement Nuclear Density.**

#### **A Description**

Replace standard spec 460.3.3.2 (1) and standard spec 460.3.3.2 (4) with the following:

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  1. Selection of test sites.
  2. Testing.
  3. Necessary adjustments in the process.
  4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:  
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

<http://www.atwoodsystems.com/mrs>

## **B Materials**

### **B.1 Personnel**

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, 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.2 Testing**

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter position. Perform each test for 4 minutes of nuclear gauge count time.

### **B.3 Equipment**

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

- (1) Furnish nuclear gauges from the department's approved product list at <http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:  
Materials Management Section  
3502 Kinsman Blvd.  
Madison, Wisconsin 53704  
Telephone: (608) 243-5998

#### **B.3.2 Correlation of Nuclear Gauges**

##### **B.3.2.1 Correlation of QC and QV Nuclear Gauges**

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.

- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft<sup>3</sup>. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft<sup>3</sup> and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

### **B.3.2.2 Correlation Monitoring**

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft<sup>3</sup> of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft<sup>3</sup> of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

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

### **B.4.1 Lot and Sublot Requirements**

#### **B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances**

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.

- (3) A subplot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full subplot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate subplot for that partial quantity.
- (5) Randomly select test locations for each subplot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

<b>Lane Width</b>	<b>No. of Tests</b>	<b>Transverse Location</b>
5 ft or less	1	Random
Greater than 5 ft to 9 ft	2	Random within 2 equal widths
Greater than 9 ft	3	Random within 3 equal widths

**Table 1**

#### **B.4.1.2 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts**

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one subplot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

<b>Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage</b>	<b>Minimum Number of Tests Required</b>
25 to 100 tons	1
101 to 250 tons	3
251 to 500 tons	5
501 to 750 tons	7

**Table 2**

## **B.4.2 Pavement Density Determination**

### **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

- (1) Calculate the average subplot densities using the individual test results in each subplot.
- (2) If all subplot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any subplot average is more than one percent below the target density, do not include the individual test results from that subplot when computing the lot average density and remove that subplot's tonnage from the daily quantity for incentive. The tonnage from any such subplot is subject to disincentive pay according to standard spec 460.5.2.2.

### **B.4.2.2 Mainline Shoulders**

#### **B.4.2.2.1 Width Greater Than 5 Feet**

- (1) Determine the pavement density as specified in B.4.2.1.

#### **B.4.2.2.2 Width of 5 Feet or Less**

- (1) If all subplot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a subplot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

### **B.4.2.3 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts**

- (1) Determine the pavement density as specified in B.4.2.1.

### **B.4.2.4 Documentation**

- (1) Document QC density test data as specified in CMM 8.15. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

## **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified



in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.

- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

## **B.5 Department Testing**

### **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within  $1.0 \text{ lb/ft}^3$  of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than  $1.0 \text{ lb/ft}^3$  each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within  $1.0 \text{ lb/ft}^3$ , use the original QC tests for acceptance.

- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft<sup>3</sup> after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

#### **B.5.2 Independent Assurance Testing**

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

#### **B.6 Dispute Resolution**

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.
- (2) The testers may use correlation monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

#### **B.7 Acceptance**

- (1) The department will not accept QMP HMA Pavement Nuclear Density if a non-correlated gauge is used for contractor QC tests.

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

#### **D (Vacant)**

#### **E Payment**

##### **E.1 QMP Testing**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the 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.

## **E.2 Disincentive for HMA Pavement Density**

- (1) The department will administer density disincentives according to standard spec 460.5.2.2.

## **E.3 Incentive for HMA Pavement Density**

- (1) Delete standard spec 460.5.2.3.
- (2) If the lot density is greater than the minimum specified in standard spec table 460-3 and all individual air voids test results for that mixture are within +1.0 percent or -0.5 percent of the design target in standard spec table 460-2, the department will adjust pay for that lot as follows:

<b>Percent Lot Density Above Minimum</b>	<b>Pay Adjustment Per Ton</b>
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.
- (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.
- (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.  
460-020 (20100709)

## **11.5. Concrete Pavement Joint Layout, Item SPV.0105.005.**

### **A Description**

This special provision describes designing the joint layout and staking the location of all joints on the project, including mainline and intersections (traditional and roundabouts) to accommodate the concrete paving operation.

### **B (Vacant)**

### **C Construction**

Design the joint layout and stake the location of all joints on the project, including mainline and intersections (traditional and roundabouts), to accommodate the concrete paving operation. Plan and set all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement in accordance to the plans, the American Concrete Pavement Association Intersection Joint Layout Guidelines, and as directed by the engineer. Establish the joint layout in a manner to best-fit field conditions, construction staging, the plan, and as directed by the engineer.

**D Measurement**

The department will measure Concrete Pavement Joint Layout, completed in accordance to the contract and accepted, as a single complete lump sum unit of work.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.005	Concrete Pavement Joint Layout	LS

Payment is full compensation for designing the joint layout on the mainline and all traditional and roundabout intersections; for completing all surveying work necessary to locate all transverse and longitudinal joints; for making adjustments to match field conditions and construction staging.

(NER41-20101117)

**11.6. Concrete Pavement SHES 9-Inch, Item SPV.0180.002.****A Description**

The work under this item shall be in accordance to the requirements of standard spec 415 for concrete pavement high early strength.

**B Materials**

Nine-bag HES cement shall be used (rather than 7-bags HES) during the weekend work hours to allow for new pavement to be opened to traffic at Starr Court intersection.

**C Construction**

All construction methods shall conform to standard spec 415.3. Construct Concrete Pavements HES 9-Inch between Friday 10:00 AM and Monday 5:00 AM.

**D Measurement**

The department will measure Concrete Pavement SHES by the square yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.002	Concrete Pavement SHES 9-Inch	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for furnishing, hauling, preparing, placing, curing, and protecting the concrete: for jointing and joint materials, dowels, and tie bars, unless provided otherwise; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; for measuring pavement thickness, except as specified in standard spec 415.3.18.7; and for filling all core holes.

**12. Vacant.**

**13. Vacant.**

**14. Drainage and Erosion Control.**

**14.1. Erosion Control.**

*Supplement standard spec 107.20 as follows:*

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

Immediately re-topsoil graded areas, as designated by the engineer, after grading is completed within those areas. Seed, fertilize, and mulch or erosion mat all topsoiled areas within five working days after placement of topsoil.

Restore as much disturbed area as possible or as directed by the engineer with topsoil, seeding, fertilizer, and mulching or erosion mat at the end of each construction season to minimize erosion due to spring melt. As directed by the engineer, stabilize areas that cannot be restored with permanent measures at the end of each construction season with the soil stabilizer item provided in the plan.

Prepare an Erosion Control Implementation Plan (ECIP) amendment detailing an over-winter erosion control plan for 2014/2015. Present this ECIP amendment at a pre-winter shut down meeting with DNR and department staff prior to October 15.

(NER41-20100201)

**14.2. Abandoning Sewer, Item 204.0291.S.**

**A Description**

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

**B Materials**

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

### **C Construction**

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

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

204-050 (20080902)

### **14.3. Manhole, Inlet, and Catch Basin Adjusting Rings.**

Complete adjustment of manhole, catch basin, and inlet structures in accordance to standard spec 611 and herein provided:

Adjustments of 4-inches or more in height shall be constructed using concrete grade rings. The height of the grade ring shall equal (to within an inch and not to exceed) the height of adjustment to minimize the number of joints in the chimney section. Multiple grade rings will not be allowed. Construct chimneys less than 4-inches in height using rubber adjustment riser rings. Grade rings 2-inches or less in thickness are not allowed.

Supply rubber adjustment riser rings for inlets located within the roundabout central island in accordance to the department's Approved Product List.

*Replace standard spec 611.3.3(1) with the following:*

Set inlet cover on rubber adjustment riser ring. Use approved mastic adhesive between the ring and the inlet structure. Use an approved polyurethane adhesive with a flexible set between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. If multiple adjustment rings are necessary, a maximum of two adjustment rings can be used. A maximum of 3 inch adjustment is allowed. Use polyurethane adhesive with a flexible set to join the two rings. If the adjustment rings must be cut, the joints must be staggered and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between the top of the structure and the inlet cover.

(NER41-20110811)

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

##### **A Description**

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

##### **B Materials**

Provide a 0.50-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

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

##### **D Measurement**

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

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

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

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

611-006 (20030820)

#### **14.5. Storm Sewer Plug, Item SPV.0060.104.**

##### **A Description**

Install a Storm Sewer Plug at locations specified in the plans.

##### **B Materials**

Provide a precast reinforced concrete plug or an engineer approved alternative, conforming to the inside diameter of the corresponding pipe as shown on the plan.

All materials, if concrete, must conform to standard spec 501 and standard spec 611.

##### **C Construction**

Place a watertight plug in the end of the storm sewer pipe in a manner that seals the pipe, but allows for future removal of plug without damaging the storm sewer pipe.

##### **D Measurement**

The department will measure Storm Sewer Plug 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.0060.104	Storm Sewer Plug	Each

Payment is full compensation for furnishing and installing all required materials.  
(NER41-20110217)

**14.6. Connection to Residential Sump, Item SPV.0060.105.****A Description**

This special provision describes reconnecting existing residential sump laterals to new structures or new pipe.

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

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

**D Measurement**

The department will measure Connection to Residential Sump by each lateral connected and 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.0060.105	Connection to Residential Sump	Each

Payment is full compensation for performing all work; furnishing and installing all materials, couplings, concrete collars, and pipe.

**14.7. Street Sweeping, Item SPV.0075.001; Emergency Sweeping, Item SPV.0075.002; Emergency Sweeping Mobilization, Item SPV.0060.096.**



**A Description**

Remove small dirt and dust particles from the roadway using a street sweeper periodically during the project as directed by the engineer.

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

Provide a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material.

**D Measurement**

The department will measure Street Sweeping and Emergency Sweeping by the hour that the street sweeper is on the project picking up and removing debris from the roadway, acceptably completed.

The department will measure Emergency Sweeping Mobilization as each mobilization for the purpose of Emergency Sweeping, 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.0075.001	Street Sweeping	Hours
SPV.0075.002	Emergency Sweeping	Hours
SPV.0060.096	Emergency Sweeping Mobilization	Each

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

(NER41-20100201)

**15. Miscellaneous Concrete.****15.1. Concrete Sidewalk.**

*Supplement standard spec 602.3.2.5 as follows*

Saw all sidewalk joints where sidewalk is constructed greater than 6 feet wide.

**15.2. Colored Concrete Pavement HES 9-Inch, Item SPV.0180.004.****A Description**

Construct colored concrete HES pavement in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

**B Materials****B.1 Concrete**

Conform to standard spec 501 and as follows:

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

Match the concrete color to Federal Standard 595 Color Server, FS color 31136.

Add integral concrete colorant according to manufacturer's instructions.

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

## **B.2 Concrete Curing**

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

## **B.3 Admixtures**

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

## **B.4 Mix Approval**

### **B.4.1 General**

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

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

### **B.4.2 Trial Batch**

If the engineer deems necessary, produce test panels to demonstrate the typical texture, surface finish, color, and color intensity.

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 9-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by Village of Howard representatives.

**B.5. Antiquing Release Agent**

Use an antiquing powder release agent that is compatible with the coloring materials.

The antiquing release agent color shall be light grey and shall closely match to Federal Standard 595 Color Server, FS color 16251. Provide manufacturer's color chart for antiquing release agent to engineer for approval before use.

**B.6. Concrete Sealant**

Use concrete sealant that is compatible with installation methods.

Prime Sealant: Glossy.

Secondary Sealant: Matte.

**C Construction**

Construct colored concrete in accordance to standard spec 416, standard spec 716, and as herein provided.

**C.1 Equipment**

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity and mechanical condition for the purposes intended. Repair, improve, replace or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

**C.3 Placement**

Produce colored concrete in full cubic yard increments.

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

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

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

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

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

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

Shake or spray antiquing release agent over concrete surface after applying the color hardeners.

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

## **C.2 Finishing**

Allow concrete to cure for 24 hours after application of the antiquing release agent.

Pressure wash concrete surface to remove approximately 80% of the antiquing release agent.

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

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

## **D Measurement**

The department will measure Colored Concrete Pavement HES 9-Inch in accordance to standard spec 415.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.004	Colored Concrete Pavement HES 9-Inch	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete;

for sawing required for construction of colored concrete; for finishing the concrete as indicated in plans; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; for furnishing all removal of colored concrete.

### **15.3. Colored Concrete Pavement 9-Inch, Item SPV.0180. 005.**

#### **A Description**

Construct colored concrete pavement in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

#### **B Materials**

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

Conform to standard spec 501 and as follows:

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

Match the concrete color to Federal Standard 595 Color Server, FS color 31136.

Add integral concrete colorant according to manufacturer's instructions.

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

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

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

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

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

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

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

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

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

#### **B.4.2 Trial Batch**

If the engineer deems necessary, produce test panels to demonstrate the typical texture, surface finish, color, and color intensity.

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 9-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by Village of Howard representatives.

#### **B.5. Antiquing Release Agent**

Use an antiquing powder release agent that is compatible with the coloring materials.

The antiquing release agent color shall be light grey and shall closely match to Federal Standard 595 Color Server, FS color 16251. Provide manufacturer's color chart for antiquing release agent to engineer for approval before use.

#### **B.6. Concrete Sealant**

Use concrete sealant that is compatible with installation methods.

Prime Sealant: Glossy.

Secondary Sealant: Matte.

### **C Construction**

Construct colored concrete in accordance to standard spec 416, standard spec 716, and as herein provided.

#### **C.1 Equipment**

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity and mechanical condition for the purposes intended. Repair, improve, replace or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

#### **C.3 Placement**

Produce colored concrete in full cubic yard increments.

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

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

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

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

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

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

Shake or spray antiquing release agent over concrete surface after applying the color hardeners.

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

## **C.2 Finishing**

Allow concrete to cure for 24 hours after application of the antiquing release agent.

Pressure wash concrete surface to remove approximately 80% of the antiquing release agent.

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

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

**D Measurement**

The department will measure Colored Concrete Pavement 9-Inch in accordance to standard spec 415.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.005	Colored Concrete Pavement 9-Inch	SY

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

**15.4. Colored and Stamped Concrete HES 9-Inch, Item SPV.0180.009.****A Description**

Construct colored and stamped concrete pavement HES in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

**B Materials****B.1 Concrete**

Conform to standard spec 501 and as follows:

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

Match the concrete color to Federal Standard 595 Color Server, FS color 31136.

Add integral concrete colorant according to manufacturer's instructions.

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

**B.2 Concrete Curing**

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



### **B.3 Admixtures**

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

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

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

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

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

#### **B.4.2 Trial Batch**

If the engineer deems necessary, produce test panels to demonstrate the typical texture, surface finish, color, and color intensity.

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 9-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by Village of Howard representatives.

### **B.5. Stamp**

Use reusable elastomeric/urethane form liners of the architectural surface treatment(s) as detailed in the plans and hereinafter provided.

Pattern shall be basketweave brick, 2 coursings wide for a total width of 12" to 16". Provide sample formliner pattern to engineer for approval before use.

### **B.6. Antiquing Release Agent**

Use an antiquing powder release agent that is compatible with the form liner and coloring materials.

The antiquing release agent color shall be light grey and shall closely match to Federal Standard 595 Color Server, FS color 16251. Provide manufacturer's color chart for antiquing release agent to engineer for approval before use.

### **B.7. Concrete Sealant**

Use concrete sealant that is compatible with the form liner and installation methods.

Prime Sealant: Glossy.  
Secondary Sealant: Matte.

## **C Construction**

Construct colored concrete in accordance to standard spec 416, standard spec 716, and as herein provided.

### **C.1 Equipment**

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity and mechanical condition for the purposes intended. Repair, improve, replace or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

### **C.2 Form Liner (Stamp) Preparation**

Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

### **C.3 Placement**

Produce colored concrete in full cubic yard increments.

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

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

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

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

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

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

Shake or spray antiquing release agent over concrete surface after applying the color hardeners.

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

#### **C.4 Stamp**

Coordinate with the engineer and to verify stamping pattern orientation prior to starting the stamping work. Match stamped basketweave border to other crosswalks within the Village of Howard. Engineer will provide contractor with sample photographs at the request of the contractor.

Prepare stamp tools with a full, smooth coat of antiquing release agent.

While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Finish all surfaces uniformly.

Ensure that the textured surface is free of laitance; sandblasting is not permitted. Grind or fill any blemishes.

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

#### **C.5 Finishing**

Allow concrete to cure for 24 hours after application of the antiquing release agent and stamp pattern.

Pressure wash concrete surface to remove approximately 80% of the antiquing release agent.

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

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

#### **D Measurement**

The department will measure Colored and Stamped Concrete HES 9-Inch in accordance to standard spec 415.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.009	Colored and Stamped Concrete HES 9-Inch	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for finishing the concrete with specified formliner (stamp) pattern as indicated in plans; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; for furnishing all removal of colored concrete.

### **15.5. Colored and Stamped Concrete 9-Inch, Item SPV.0180.010.**

#### **A Description**

Construct colored and stamped concrete pavement in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

#### **B Materials**

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

Conform to standard spec 501 and as follows:

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

Match the concrete color to Federal Standard 595 Color Server, FS color 31136.

Add integral concrete colorant according to manufacturer's instructions.

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

## **B.2 Concrete Curing**

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

## **B.3 Admixtures**

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

## **B.4 Mix Approval**

### **B.4.1 General**

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

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

### **B.4.2 Trial Batch**

If the engineer deems necessary, produce test panels to demonstrate the typical texture, surface finish, color, and color intensity.

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 9-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by Village of Howard representatives.

## **B.5. Stamp**

Use reusable elastomeric/urethane form liners of the architectural surface treatment(s) as detailed in the plans and hereinafter provided.

Pattern shall be basketweave brick, 2 coursings wide for a total width of 12" to 16". Provide sample formliner pattern to engineer for approval before use.

## **B.6. Antiquing Release Agent**

Use an antiquing powder release agent that is compatible with the form liner and coloring materials.

The antiquing release agent color shall be light grey and shall closely match to Federal Standard 595 Color Server, FS color 16251. Provide manufacturer's color chart for antiquing release agent to engineer for approval before use.

## **B.7. Concrete Sealant**

Use concrete sealant that is compatible with the form liner and installation methods.

Prime Sealant: Glossy.

Secondary Sealant: Matte.

## **C Construction**

Construct colored concrete in accordance to standard spec 416, standard spec 716, and as herein provided.

### **C.1 Equipment**

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity and mechanical condition for the purposes intended. Repair, improve, replace or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

### **C.2 Form Liner (Stamp) Preparation**

Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

### **C.3 Placement**

Produce colored concrete in full cubic yard increments.

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

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

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

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

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the

engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction.

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

Shake or spray antiquing release agent over concrete surface after applying the color hardeners.

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

#### **C.4 Stamp**

Coordinate with the engineer and to verify stamping pattern orientation prior to starting the stamping work. Match stamped basketweave border to other crosswalks within the Village of Howard. Engineer will provide contractor with sample photographs at the request of the contractor.

Prepare stamp tools with a full, smooth coat of antiquing release agent.

While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Finish all surfaces uniformly.

Ensure that the textured surface is free of laitance; sandblasting is not permitted. Grind or fill any blemishes.

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

#### **C.5 Finishing**

Allow concrete to cure for 24 hours after application of the antiquing release agent and stamp pattern.

Pressure wash concrete surface to remove approximately 80% of the antiquing release agent.

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

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

**D Measurement**

The department will measure Colored and Stamped Concrete 9-Inch in accordance to standard spec 415.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.010	Colored and Stamped Concrete 9-Inch	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for finishing the concrete with specified formliner (stamp) pattern as indicated in plans; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; for furnishing all removal of colored concrete.

**15.6. Colored and Stamped Concrete, 5-Inch, Item SPV.0180.006.****A Description**

Construct colored concrete pavement in accordance to the standard specifications, as shown in the plans, and as hereinafter provided.

Concrete contractor must have experience successfully installing stamped and colored concrete and shall provide, upon engineer's request, a written list of references specific to stamped and colored concrete projects in the upper Midwest.

**B Materials****B.1 Concrete**

Conform to standard specs 405 and 416 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979. Follow color pigment manufacturers recommendations for minimum and maximum percentage of loading by weight of the cementitious materials in the mix.

The integral color shall be buff and shall closely match to Federal Standard 595 Color Server, FS color 33510. Provide manufacturer's color chart for integral color to engineer for approval before use.

Maintain mix characteristics for all colored concrete requiring a matching finish. Use the same source, brand, type, and color of portland cement, supplementary cementitious materials, aggregates and admixtures for colored concrete throughout the project. Use



constant cement content, supplementary cementitious material content and water/cementitious materials ratio in the concrete mix to maintain consistent color.

## **B.2 Concrete Curing**

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to ASTM C 1315, Type 1 A.

## **B.3 Admixtures**

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

## **B.4 Mix Approval**

### **B.4.1 General**

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

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

Concrete shall have a maximum 4" slump.

### **B.4.2 Test Panels**

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 5-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures stamping, coloring and sealing. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by the department and the Village of Howard representatives. Test panel color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed.

Prepare the concrete surfaces of the stamped and colored concrete test panel using the same methods and materials outlined in this section.

## **B.5 Stamp**

Use reusable elastomeric/urethane form liners of the architectural surface treatment(s) as detailed in the plans and hereinafter provided.

Pattern shall be random laid flagstone with 5/8" maximum relief and 3/8" average relief. Stone sizes shall be approximately 2" x 4" – 16" x 20". Formliner shall exactly match the

pattern and stamp that has been used on the US 41 / Shawano Ave project in other locations (i.e. Shawano-Taylor intersection). Provide sample formliner pattern to engineer for approval before use.

#### **B.6 Antiquing Release Agent**

Use an antiquing release agent that is compatible with the form liner and coloring materials.

The antiquing release agent color for the flagstone pattern and joints shall be light grey and shall closely match to Federal Standard 595 Color Server, FS color 34086.

Provide manufacturer's color chart for antiquing release agent to engineer for approval before use.

#### **B.7 Concrete Sealant**

Use concrete sealant that is compatible with the form liner and installation methods.

Prime Sealant: Glossy.

Secondary Sealant: Matte.

### **C Construction**

Construct colored concrete in accordance to standard specs 405 and 416 and as herein provided.

Coordinate locations of permanent signage requiring PVC pipe box outs per standard spec 634.3.2.

#### **C.1 Equipment**

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity and mechanical condition for the purposes intended. Repair, improve, replace or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

#### **C.2 Placement**

Produce colored concrete in full cubic yard increments.

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

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

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

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

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

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

### **C.3 Form Liner (Stamp) Preparation**

Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

### **C.4 Stamp**

Coordinate with the engineer and to verify stamping pattern orientation prior to starting the stamping work.

Prepare stamp tools with a full, smooth coat of antiquing release agent.

While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Finish all surfaces uniformly. Ensure that the textured surface is free of laitance; sandblasting is not permitted. Grind or fill any blemishes.

Shake or spray antiquing release agent over concrete surface.

Hand apply antiquing release agent to each individual joint line by spraying or rolling.

Stamping and finishing shall exactly match the work that has been done on the US 41/Shawano Ave project in other locations (i.e. Shawano-Taylor intersection).

### **C.5 Finishing**

Allow concrete to cure for 24 hours after application of the antiquing release agents and stamp pattern.

Pressure wash concrete surface to remove approximately 80% of the antiquing release agent.

Ensure that concrete is clean and dry before proceeding with concrete sealant.

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

Finishing shall exactly match the finishing that has been done on the US 41/Shawano Ave project in other locations (i.e. Shawano-Taylor intersection).

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

#### **D Measurement**

The department will measure Colored and Stamped Concrete, 5-Inch in accordance to standard specs 405 and 416.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.006	Colored and Stamped Concrete, 5-Inch	SY

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

(NER41-20120313)

## **16. Signing and Marking.**

### **16.1. Signing.**

Perform this work in accordance to standard spec 637.2 and as hereinafter provided.

All yellow warning signs shall have Type F reflective sheeting per standard spec 637.2.2.2.

## **16.2. Anchoring Signs To Overhead Sign Structure Supports.**

### **A Description**

This work consists of anchoring Type II signs to overhead sign structure supports in accordance to standard spec 637, as shown on the plans, and as hereinafter provided.

### **B Materials**

Provide 3-inch stainless steel anchor bolts to mount signs. Provide all mounting and anchoring materials in accordance to standard spec 637.2.

### **C Construction**

Install the sign in accordance to the plans and as directed by the engineer. Drill holes in the sign as required to install the sign in the correct lateral location.

### **D (Vacant)**

### **E Payment**

The department will not measure this work separately for payment. Anchoring signs to overhead sign structure supports is incidental to the signing items included in the contract.

(NER41-20120717)

## **16.3. Removing Pavement Marking.**

Perform this work in accordance to standard spec 646.3.4 and as hereinafter provided.

Pavement markings required to be removed on permanent pavement (pavement that will remain at the completion of the contract) will be blasted off the pavement. Grinding the markings off the pavement will not be allowed.

(NER41-20100201)

## **16.4. Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch, Item 646.0843.S.**

### **A Description**

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

### **B Materials**

Furnish wet reflective pavement marking contrast tape and adhesive material, per manufacturer's recommendation if required, from the department's approved products list.

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

## **C Construction**

### **C.1 General**

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

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

### **C.2 Groove Depth**

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

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

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

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

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

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

#### **C.5.1 Concrete**

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

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

#### **C.5.2 New Asphalt**

Groove pavement five or more days after paving.

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

### **C.5.3 Existing Asphalt**

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

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

### **C.6 Tape Application**

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

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

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

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

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

### **D Measurement**

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

### **E Payment**

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

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

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

646-022 (20120615)

**16.5. Pavement Marking Grooved Preformed Thermoplastic Arrows, Type 1, Item SPV.0060.301; Arrows, Type 2, Item SPV.0060.302, Arrows, Type 3, Item SPV.0060.303, Arrows, Type 3R, Item SPV.0060.304, Arrows, Type 6R, Item SPV.0060.305; Words, Item SPV.0060.306.**

**A Description**

This special provision describes work in accordance to standard spec 646, and as hereinafter provided.

**A.1**

The markings must be a resilient white, yellow, or other color thermoplastic product, wherein every other shaped portion contains glass beads or abrasives with a minimum hardness of 7 (Mohs scale). The marking must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, etc. Lines, legends and symbols are capable of being affixed to bituminous and/ or Portland cement concrete pavements by the use of the normal heat of a propane torch.

**A.2**

The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the torch.

**A.3**

The marking shall not have minimum ambient and road temperature requirements for application, storage, or handling.

**B Materials**

Must be composed of an ester modified resin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders abrasives, and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material conforms to AASHTO designation M249-70 (98), with the exception of the relevant differences due to the material being supplied in a performed state.



## **B.1 Graded Glass Beads**

### **B.1.1**

The material must contain a minimum of 30 percent intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than 20 percent consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50.

### **B.1.2**

The material must have factory applied coated surface beads and abrasives in addition to the intermixed beads at a rate of 1/2lb. (+/- 20%) per 11 sq feet The surface beads and abrasives must be applied so that every other shaped portion contains glass beads, or abrasives with a minimum hardness of 7(Mohs scale). These factory applied coated surface beads shall have the following specifications:

- 1) Minimum 80% rounds
- 2) Minimum refractive index of 1.5
- 3) Minimum SiO<sub>2</sub> content of 70%;
- 4) Maximum iron content of 0.1%;

Size Gradation		Retained, %	Passing, %
US Mesh	Um		
12	1700	0-2%	98 – 100%
14	1400	0 – 6%	94 – 100%
16	1180	1 – 21%	79 – 99%
18	1000	28 – 62%	38 – 72%
20	850	62 – 71%	29 – 38%
30	600	67 – 77%	23 – 33%
50	300	86 – 95%	5 – 14%
80	200	97 – 100%	0 – 3%

## **B.2 Pigments**

### **B.2.1 White**

The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

### **B.2.2 Red, Blue, and Yellow**

The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The yellow pigments must be organic and must be heavy-metal free.

### **B.2.3 Other Colors**

The pigments must be heavy-metal free.

## **B.3 Heating Indicators**

The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment

has been achieved and a post-application visual cue that the installation procedures have been followed.

#### **B.4 Skid Resistance**

The surface of the preformed retroreflective materials, wherein every other shaped portion contains glass beads, or abrasives with a hardness of 7 (Mohs scale), shall upon application provide a minimum skid resistance value of 60 BPN when tested according to ASTM: E 303.

#### **B.5 Thickness**

The material must be supplied at a minimum thickness of 90 mils (2.29 mm).

#### **B.6 Retroreflectivity**

The preformed retroreflective marking materials upon application shall exhibit adequate and uniform nighttime retroreflectivity. The marking materials shall have the following retroreflectivity as measured using a Delta LTL 2000 or LTL-X Retroreflectometer.

White preformed reflective marking materials-minimum of  $275 \text{ med-m}^{-2}\text{-lx}^{-1}$

**Note:** Initial retroreflection and skid resistance are affected by the amount of heat applied during installation. When ambient temperatures are such that greater amounts of heat are required for proper installation, initial retroreflection and skid resistance levels may be affected

#### **B.7 Environmental Resistance**

The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

#### **B.8 Abrasives**

The material must have a factory applied surface adhesives, wherein every other shaped portion contains glass beads, or abrasives with a minimum hardness of 7(Mohs scale).

### **C Application**

#### **C.1**

Location of Pavement Marking Grooved Preformed Thermoplastic Arrows Type X and Pavement Marking Grooved Preformed Thermoplastic Words shall be approved by engineer prior to installations.

Apply preformed marking as the manufacturer specifies, the pavement shall be grooved to receive the preformed material and the leading edge of all installations shall be heated and beveled; provide the engineer with the manufacturer's specifications. Cut groove to a depth of 100 mils +/- 10 mils. The groove may be 0 to 4 inches from the perimeter of the special marking. The engineer will evaluate the performance of the preformed marking as specified in standard spec 646.3.3.4.

## **C.2 Asphalt**

The materials shall be applied using the propane torch method recommended by the manufacturer. The material must be able to be applied without minimum requirements for ambient and road temperatures and without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry and free of debris. Supplier must enclose application instructions with each box/package.

## **C.3 Portland Concrete**

The same application procedure shall be used as described under section C2. However a compatible sealer may be applied before application to assure proper adhesion.

## **D Measurement**

The department will measure the Pavement Marking Grooved Preformed Thermoplastic Arrows, (Type) and Pavement Marking Grooved Preformed Thermoplastic Words by each individual unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.301	Pavement Marking Grooved Preformed Thermoplastic Arrows, Type 1	Each
SPV.0060.302	Pavement Marking Grooved Preformed Thermoplastic Arrows, Type 2	Each
SPV.0060.303	Pavement Marking Grooved Preformed Thermoplastic Arrows, Type 3	Each
SPV.0060.304	Pavement Marking Grooved Preformed Thermoplastic Arrows, Type 3R	Each
SPV.0060.305	Pavement Marking Grooved Preformed Thermoplastic Arrows, Type 6R	Each
SPV.0060.306	Pavement Marking Grooved Preformed Thermoplastic Words	Each

Payment is full compensation for locating, furnishing, and installation of pavement marking.

(NER41-20101001)

## **16.6. Pavement Marking Grooved Wet Reflective Contrast Tape Diagonal 12-Inch, Item SPV.0090.300.**

### **A Description**

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

## **B Materials**

Furnish wet reflective pavement marking contrast tape and adhesive material, per manufacturer's recommendation if required, from the department's approved products list.

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

## **C Construction**

### **C.1 General**

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

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

### **C.2 Groove Depth**

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

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

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

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

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

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

#### **C.5.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to

clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

### **C.5.2 New Asphalt**

Groove pavement five or more days after paving.

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

### **C.5.3 Existing Asphalt**

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

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

### **C.6 Tape Application**

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

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

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

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

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

### **D Measurement**

The department will measure Pavement Marking Grooved Wet Reflective Contrast Tape Diagonal 12-Inch for grooved applications in length by the linear foot of tape placed according to the contract and accepted.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.300	Pavement Marking Grooved Wet Reflective Contrast Tape Diagonal 12-Inch	LF

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

## **16.7. Pavement Marking Grooved Preformed Thermoplastic, 8-Inch, Item SPV.0090. 301; Yield Line 18-Inch, Item SPV.0090.302; Crosswalk 6-Inch, Item SPV.0090.303.**

### **A Description**

This special provision describes work in accordance to standard spec 646, and as hereinafter provided.

#### **A.1**

The markings must be a resilient white, yellow, or other color thermoplastic product, wherein every other shaped portion contains glass beads or abrasives with a minimum hardness of 7 (Mohs scale). The marking must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, etc. Lines, legends and symbols are capable of being affixed to bituminous and/ or Portland cement concrete pavements by the use of the normal heat of a propane torch.

#### **A.2**

The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the torch.

#### **A.3**

The marking shall not have minimum ambient and road temperature requirements for application, storage, or handling.

### **B Materials**

Must be composed of an ester modified resin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates , pigments, binders abrasives, and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the Manuel on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material conforms to AASHTO designation M249-70 (98), with the exception of the relevant differences due to the material being supplied in a performed state.

## **B.1 Graded Glass Beads**

### **B.1.1**

The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty Percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50.

### **B.1.2**

The material must have factory applied coated surface beads and abrasives in addition to the intermixed beads at a rate of 1/2lb. (+/- 20%) per 11 sq feet The surface beads and abrasives must be applied so that every other shaped portion contains glass beads, or abrasives with a minimum hardness of 7(Mohs scale).These factory applied coated surface beads shall have the following specifications:

Minimum 80% rounds  
Minimum refractive index of 1.5

3) Minimum SiO<sub>2</sub> content of 70%;  
4) Maximum iron content of 0.1%;

Size Gradation		Retained,%	Passing, %
US Mesh	Um		
12	1700	0-2%	98 – 100%
14	1400	0 – 6%	94 – 100%
16	1180	1 – 21%	79 – 99%
18	1000	28 – 62%	38 – 72%
20	850	62 – 71%	29 – 38%
30	600	67 – 77%	23 – 33%
50	300	86 – 95%	5 – 14%
80	200	97 – 100%	0 – 3%

## **B.2 Pigments**

### **B.2.1 White**

The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

### **B.2.2 Red, Blue, and Yellow**

The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The yellow pigments must be organic and must be heavy-metal free.

### **B.2.3 Other Colors**

The pigments must be heavy-metal free.

## **B.3 Heating Indicators**

The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment

has been achieved and a post-application visual cue that the installation procedures have been followed.

#### **B.4 Skid Resistance**

The surface of the preformed retroreflective materials, wherein every other shaped portion contains glass beads, or abrasives with a hardness of 7 (Mohs scale), shall upon application provide a minimum skid resistance value of 60 BPN when tested according to ASTM: E 303.

#### **B.5 Thickness**

The material must be supplied at a minimum thickness of 100 mils (2.29 mm).

#### **B.6 Retroreflectivity**

The preformed retroreflective marking materials upon application shall exhibit adequate and uniform nighttime retroreflectivity. The marking materials shall have the following retroreflectivity as measured using a Delta LTL 2000 or LTL-X Retroreflectometer.

White preformed reflective marking materials-minimum of  $275 \text{ med-m}^{-2}\text{-lx}^{-1}$

**Note:** Initial retroreflection and skid resistance are affected by the amount of heat applied during installation. When ambient temperatures are such that greater amounts of heat are required for proper installation, initial retroreflection and skid resistance levels may be affected

#### **B.7 Environmental Resistance**

The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

#### **B.8 Abrasives**

The material must have a factory applied surface adhesives, wherein every other shaped portion contains glass beads, or abrasives with a minimum hardness of 7(Mohs scale).

### **C Application**

#### **C.1**

Location of Pavement Marking Grooved Preformed Thermoplastic, 4-Inch; 8-Inch; Yield Line and Crosswalk shall be approved by engineer prior to installations.

Apply preformed marking as the manufacturer specifies. Groove the pavement to receive the preformed material and the leading edge of all installations shall be heated and beveled; provide the engineer with the manufacturer's specifications. Cut groove to a depth of 100 mils +/- 10 mils. The engineer will evaluate the performance of the preformed marking as specified in standard spec 646.3.3.4.

#### **C.2 Asphalt**

The Materials shall be applied using the propane torch method recommended by the manufacturer. The material must be able to be applied without minimum requirements for



ambient and road temperatures and without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry and free of debris. Supplier must enclose application instructions with each box/package.

### **C.3 Portland Concrete**

The same application procedure shall be used as described under section C2. However a compatible sealer may be applied before application to assure proper adhesion.

### **D Measurement**

The department will measure Pavement Marking Grooved Preformed Thermoplastic, 8-Inch; Yield Line 18-Inch and Crosswalk 6-Inch by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.301	Pavement Marking Grooved Preformed Thermoplastic, 8-Inch	LF
SPV.0090.302	Pavement Marking Grooved Preformed Thermoplastic, Yield Line 18-Inch	LF
SPV.0090.303	Pavement Marking Grooved Preformed Thermoplastic, Crosswalk 6-Inch	LF

Payment is full compensation for locating, furnishing, and installation of pavement marking.

(NER41-20110217)

## **16.8. Overhead Sign Support Black Finish Structure S-05-0289, Item SPV.0105.951; Overhead Sign Support Black Finish Structure S-05-0290, Item SPV.0105.952; Overhead Sign Support Black Finish Structure S-05-0291, Item SPV.0105.953.**

### **A Description**

This special provision describes providing, fabricating, painting and erecting overhead sign supports in accordance to standard spec 641 as a single complete unit of work, as shown on the plans and as hereinafter provided.

### **B Materials**

#### **B.1 Sign Supports**

Provide galvanized steel for the overhead sign supports in accordance to standard spec 641.

#### **B.2 Paint**

All galvanizing surfaces shall be cleaned per SSPC-SP1 to remove, chlorides, sulfates zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface 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 steel 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 overhead sign support components shall be painted with the tie and top coats before final assembly of the overhead sign supports. Care should be taken to not damage the painted surface during assembly or overhead sign support 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.3 Color**

The finished color for coating system for the overhead sign shall match Federal Color 27038, semi-gloss black.

### **C Construction**

Construction methods for the overhead sign supports shall be in accordance to standard spec 641.

During construction and at the time of delivery the engineer shall inspect the overhead sign support 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 overhead sign support was received in acceptable condition per the engineer's inspection. Any damage to the overhead sign support after the acceptable delivery will be the responsibility of the installation contractor.

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.

During handling, protect finish coating from damage. If damaged during handling, the overhead sign support 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 Overhead Sign Support Black Finish (Structure) as a single complete lump sum unit of work, completed in accordance to the contract and accepted.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.951	Overhead Sign Support Black Finish Structure S-05-0289	LS
SPV.0105.952	Overhead Sign Support Black Finish Structure S-05-0290	LS
SPV.0105.953	Overhead Sign Support Black Finish Structure S-05-0291	LS

Payment is full compensation for designing the overhead sign support; for excavating; for providing all materials, including anchor bolts, pole shafts, mast arms, paint, required reinforcing steel, and concrete; for fabricating, including all cutting, preparing, welding, zinc coating and painting; for placing and curing concrete supports; and for transporting and erecting. Signs and the sign mounting system are paid for separately as specified in standard spec 637.

## **17. Lighting/Electrical.**

### **17.1 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/ap4/electrical.pdf>

### **17.2 Electrical Work By Others.**

Under project 9202-08-80, the Village of Howard will perform the following work for all Village owned electrical systems:

- Furnish all poles, arms and luminaires and associated hardware for contractor installation

Contact information for the Village of Howard: Geoffrey Farr, (920) 434-4060, [gfarr@villageofhoward.com](mailto:gfarr@villageofhoward.com).

### **17.3 Electrical Service Meter Breaker Pedestal (CB 100), Item 656.0200.001.**

#### **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, by adding the following paragraph:*

- (2) Furnish meter pedestal with a painted finish. Paint meter pedestal using an epoxy primer and topcoat to match the lighting control cabinet finish.

#### **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. Pay the utility installation costs promptly and seek reimbursement through the “Electrical Service Lateral” administrative contract bid item.

Arrange for future monthly energy usage billing to be established in the name of the appropriate entity. Contact the Village of Howard for this information.

Ensure that electrical service is installed and energized a minimum of one week prior to the lighting system activation deadline.

## **17.4 Lighting Control Cabinet, Item SPV.0060.351.**

### **A Description**

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

### **B Materials**

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

Furnish an open type, multi-pole, 30 Amp, 600V electrically held contactor with 120V control coil for each proposed lighting and receptacle circuit.

#### **B.2 Photocell**

Furnish a button type photocell and install as shown on the detail. Apply silicone caulk to maintain the watertight integrity of the enclosure. The photocell shall be rated for 120V, 1500W with 30-60 second delay between “on-off” operations.

#### **B.3 Panel**

Furnish a 120/240-volt, 100A main lugs only, single-phase, 24-circuit panel board in a 18” (approximate) wide NEMA 1 enclosure. Provide copper ground and split neutral bus bars in addition to copper bus bars. Provide thermal-magnetic circuit breakers that clearly indicate ON, OFF, or TRIPPED position in the panel. Panel shall be compatible with Square D circuit breakers. Furnish additional breaker for irrigation controls/receptacles circuits as noted on the plans.

#### **B.4 Selector Switches**

Furnish “Hand-Off-Auto” switches to control each street lighting circuit separately. Provide a “Hand-Off-Auto” legend plate for each switch. Mount the switches adjacent to the respective contactor.

#### **B.5 Cabinet Enclosure**

Provide a NEMA 3R enclosure made from .125" Type 5052-H32 aluminum. The doorframe shall be double flanged and all exterior seams shall be ground smooth. Door handle shall be 3/4" diameter stainless steel with three point latching system and hasp. Main door shall be sealed with a closed-cell neoprene gasket. Main door hinge shall be continuous 0.075" thick stainless steel with a 0.25" stainless steel hinge pin. Provide an aluminum-mounting panel at back (interior) of enclosure. Provide a weatherproof pad lock with 2-3/8" wide body, repinnable/ replacable cylinder, and five keys. There shall be no Corbin main door lock. All exterior hardware shall be pretreated with an iron phosphate coating and powder coat painted black and dried by radiant heat. Applicable code working clearances shall be maintained between equipment mounted within the enclosure.

**B.6 Surge Arrester**

Furnish a surge suppressor to protect the panel board. The surge suppressor shall provide 6 modes of surge protection, meet UL1449 Second Edition with 32Ka per phase and 48KA system peak surge current, contain LED line indicators, and approximate dimensions of 4.54"Hx2.58"Wx2.22"D. Connect the surge suppressor to the branch circuit breaker as indicated on the plans.

**B.7 Field Wiring Termination Blocks**

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

**B.8 Convenience GFI Receptacle and Cabinet Light Fixture**

Furnish a 20 ampere, 120 volt commercial grade GFI duplex receptacle within a galvanized steel outlet box with cover. 150 watt, 250 volt commercial grade lamp holder with galvanized steel box and 60 watt incandescent bulb. Furnish switch to turn on cabinet light by opening the cabinet door.

**B.9 Fan**

Furnish a 120 volt thermostat controlled cabinet fan. Fan shall have 15-degree increment setting with a range between 90 – 150 degrees Fahrenheit. Mount and set thermostatic control as the Village of Howard directs.

**B.10 Incidental Materials**

Secure all wiring using screw attachment type straps; adhesive type shall not be allowed.

Furnish conduit in accordance to standard spec 652.2, Materials and electrical wiring in accordance to standard spec 655.2, Materials as required from the meter socket to the cabinet lugs.

**C Construction**

Assemble the control cabinet as shown on the plans. 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. Mount the cabinet to the concrete base per the manufacturer's requirements. The work under this bid item includes connection and termination to the feeder system wiring.

Install conduit in accordance to standard spec 652.3, Construction and electrical wiring in accordance to standard spec 655.3, Construction as required from the meter socket to the cabinet lugs.

**D Measurement**

The department will measure Lighting Control Cabinet as each individual unit of work, completed in accordance to the contract accepted.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.351	Lighting Control Cabinet	Each

Payment is full compensation for furnishing and installing photo control, contactors, panel, distribution blocks, surge arrestor, enclosure, grounding, wiring and electrical components; and for mounting to the concrete base.

**17.5 Concrete Base Type W, Item SPV.0060.352.**

**A Description**

This work shall be in accordance to the requirements of standard spec 654, the plans, standard detail drawings, and as hereinafter provided.

**B Materials**

In accordance to the plans and standard spec 654.2.

**C Construction**

In accordance to the plans and standard spec 654.3.

**D Measurement**

The department will measure Concrete Base Type W 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.0060.352	Concrete Base Type W	Each

Payment is full compensation in accordance to standard spec 654.5.

**17.6 Fiberglass Street Light Pole – Install Only, Item SPV.0060.353.**

**A Description**

This work shall be in accordance to the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

**B Materials**

The Village of Howard will furnish materials and accessories including poles, bolt covers, festoon receptacles and covers, tenon top fitters, installation instructions and miscellaneous hardware.

Furnish all incidental materials as required to complete the installation.

**C Construction**

In accordance to the plans and standard spec 657.3 and as hereinafter provided:

Obtain and transport materials from the Village of Howard Public Works facility located at 1336 Cornell Road, Green Bay, WI, 54313. Contact Geoff Farr, (920) 434-4060, [gfarr@villageofhoward.com](mailto:gfarr@villageofhoward.com) a minimum of 7-days prior to arrival. Inspect the condition of all materials prior to loading or transporting. Accept all liability for the original condition of all furnished materials upon transporting to the project site.

Follow all manufacturer installation guidelines for transport and installation of poles and accessories.

**D Measurement**

The department will measure Fiberglass Street Light Pole – Install Only 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.0060.353	Fiberglass Street Light Pole – Install Only	Each

Payment is full compensation for transporting all materials; installing a complete unit; and for furnishing all incidentals necessary to complete the contract work.

**17.7 Street Light Mast Arm 10 Foot – Install Only, Item SPV.0060.354.****A Description**

This work shall be in accordance to the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

**B Materials**

The Village of Howard will furnish materials and accessories including luminaire arm, installation instructions and miscellaneous hardware.

Furnish all incidental materials as required to complete the installation.



### **C Construction**

In accordance to the plans and standard spec 657.3 and as hereinafter provided:

Obtain and transport materials from the Village of Howard Public Works facility located at 1336 Cornell Road, Green Bay, WI, 54313. Contact Geoff Farr, (920) 434-4060, gfarr@villageofhoward.com a minimum of 7-days prior to arrival. Inspect the condition of all materials prior to loading or transporting. Accept all liability for the original condition of all furnished materials upon transporting to the project site.

Follow all manufacturer installation guidelines for transport and installation of arms and accessories.

### **D Measurement**

The department will measure Street Light Mast Arm 10 Foot – Install Only 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.0060.354	Street Light Mast Arm 10 Foot – Install Only	Each

Payment is full compensation for transporting all materials; installing a complete unit; and for furnishing all incidentals necessary to complete the contract work.

## **17.8 Box Style Luminaire LED – Install Only, Item SPV.0060.355.**

### **A Description**

This work shall be in accordance to the requirements of standard spec 659, the plans, standard detail drawings, and as hereinafter provided.

### **B Materials**

The Village of Howard will furnish materials and accessories including luminaires, lamps, installation instructions and miscellaneous hardware.

Furnish all incidental materials as required to complete the installation.

### **C Construction**

In accordance to the plans and standard spec 659.3 and as hereinafter provided:

Obtain and transport materials from the Village of Howard Public Works facility located at 1336 Cornell Road, Green Bay, WI, 54313. Contact Geoff Farr, (920) 434-4060, gfarr@villageofhoward.com a minimum of 7-days prior to arrival. Inspect the condition of all materials prior to loading or transporting. Accept all liability for the original condition of all furnished materials upon transporting to the project site.

Follow all manufacturer installation guidelines for transport and installation of luminaires and accessories.

#### **D Measurement**

The department will measure Box Style Luminaire LED – Install Only 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.0060.355	Box Style Luminaire LED – Install Only	Each

Payment is full compensation for transporting all materials; installing a complete unit; and for furnishing all incidentals necessary to complete the contract work.

### **17.8 Polymer Concrete Pullbox, Item SPV.0060.356.**

#### **A Description**

This work shall be in accordance to the requirements of standard spec 653, the plans, standard detail drawings, and as hereinafter provided.

#### **B Materials**

##### **B.1 Pullbox**

Polymer Concrete Pullbox shall be gray colored polymer concrete construction. Box dimensions shall be 13” wide X 24” long X 12” deep and come with a cover rated to withstand 8,000 lbs. Each cover shall have the logo “STREET LIGHTING” imprinted from the manufacturer.

##### **B.2 Aggregate**

Furnish an aggregate base in accordance to the plans and pertinent provisions of standard spec 305.2.

#### **C Construction**

Install Polymer Concrete Pullbox in accordance to the pertinent provisions of standard spec 653.3 and as the manufacturer directs.

#### **D Measurement**

The department will measure Polymer Concrete Pullbox as each individual unit, completed in accordance to the contract accepted.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.356	Polymer Concrete Pullbox	Each

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

**18. Vacant.**

**19. Miscellaneous – Incidental Construction.**

**19.1. Furnishing and Planting Plant Materials.**

The work under this item shall be in accordance to the plans, standard spec 632, as shown on the plans, and as hereinafter provided.

*Modify standard spec 632.2.1 to include the following:*

All plants shall be grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the “Plant Hardiness Zone Map” produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January 1990, unless otherwise approved by the engineer.

*Modify standard spec 632.2.2.8 as follows:*

A list of sources for plants shall be furnished in accordance to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

*Modify standard spec 632.2.3.4 to include the following:*

Planting mixture blend shall be reviewed and approved by the engineer or construction representative before use on project. The engineer reserves the right to reject planting mixture that does not conform to the specifications and/or does not come with the appropriate material certificates. The engineer may require the contractor to take samples (for USDA soil texture classification, pH, % organic matter, nutrient content, cation exchange capacity, soluble salts, and the presence of any materials deleterious to plant growth) and provide testing through a qualified testing laboratory approved by the State of Wisconsin to confirm that topsoil meets the requirements outlined in standard spec 625.

*Modify standard spec 632.2.4.2 as follows:*

For fertilizer used in plant holes, provide a three-year release, water-soluble fertilizer contained in a micropore slow release polyethylene packet. Each packet shall contain two ounces of fertilizer. A single 2-ounce packet is considered one unit. The fertilizer shall conform to the following minimum requirements:

Nitrogen, not less than ----- 16%  
Phosphoric Acid, not less than ----- 8%  
Potash, not less than -----8%

For trees: The contractor shall use a minimum of two units and shall provide two units per caliper inch of tree trunk diameter. For one-half caliper measurements, the contractor shall round up. For example, a 2 ½" caliper tree should receive six units of fertilizer.

For shrubs: The contractor shall use a minimum of two units and shall provide one unit per 12 inches of plant height or spread.

*Modify standard spec 632.2.7 as follows:*

Do not use wrapping on plant material.

*Modify standard spec 632.2.9 as follows:*

Provide rodent protection for single-stem trees of rigid plastic mesh made of recycled HDPE with an open mesh matrix ¾" by ¾" with each strand approximately 1/8" x 1/8" x 1/8". Ensure the product is UV treated with a life expectancy of up to five (5) years. Ensure product is at least 48 inches high. Supply source of rodent protection to the engineer. All sources will be subject to verification and approval by the engineer. Install rodent protection for single-stem trees according to manufacturer's written instructions, burying the bottom of the rodent protection 2-3 inches into the adjacent soil grades.

Provide rodent protection for multi-stemmed trees of chicken wire or other similarly rigid, matrix-material with an open mesh matrix ¾" by ¾" or less, 48 inches high. Supply source of chicken wire to the engineer. All sources will be subject to verification and approval by the engineer. Install rodent protection for multi-stemmed trees such that the entire base of the tree is protected; circumference of rodent protection may vary based on specific characteristics of each tree. Ensure that the bottom 2-3 inches of the rodent protection is buried into the adjacent soil grades.

Contractor shall use granular or similar rodent bait for shrub beds as needed and only as approved by engineer.

*Modify standard spec 632.2.10 to include the following:*

Contractor shall use 18" long soft polymer webbing strap with grommets at end of the two ends to secure wire or twine to tree. Contractor shall supply source of webbing straps to the engineer. All sources will be subject to verification and approval by the engineer.

The contractor shall provide tree stabilization for all trees:

- Planted on slopes greater than 4:1;
- Planted in areas prone to high winds;
- Planted in areas prone to flooding or with seasonally saturated soils;

- At the discretion of the landscape contractor to ensure viable, healthy plantings;
- At the discretion of the engineer.

*Modify standard spec 632.3.1 as follows:*

The normal spring planting season for all plants shall extend to June 15. The normal fall planting season begins September 15 and shall be completed by November 15 or up until the ground is frozen. Planting of evergreen trees and shrubs, and perennials in the fall shall be completed by October 15. If the overall construction schedule dictates that planting will occur between June 15 and September 15, the landscape contractor must first obtain approval from the engineer to begin installation outside of the normal planting seasons. If the engineer grants approval of the request, the contractor will also be held fully responsible for any and all additional maintenance associated with planting outside of the normal planting seasons including, but not limited to, supplemental watering above and beyond the typical, specified landscape maintenance and care cycle schedule.

*Revise standard spec 632.3.1 to include the following:*

Contractor shall take care not to damage or disturb adjacent finished landscape and will be responsible for seeding or sodding to repair any and all damage caused to adjacent seeded and/or sodded areas.

*Revise standard spec 632.3.3 to include the following:*

Landscape contractor shall stake out locations of all plant holes and obtain approval of staked location from construction representative or engineer before planting.

*Revise standard spec 632.3.4 to include the following:*

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. The bottom of the rootball shall be in direct contact with the bottom of the hole.

*Revise standard spec 632.3.4 as follows:*

The minimum horizontal measurement of the plant hole shall be no less than 24 inches greater than the diameter of the ball, container, or root mass for the full depth of the planting hole.

*Standard spec 632.3.7 shall include the following:*

Remove the burlap and other wrapping materials including, but not limited to, twine, wire baskets, and plastic ribbon, from the entire root ball of B&B plants, unless otherwise indicated. Depending on the condition of plant material and root ball, the field Landscape

Architect may determine that the basket can be left on the very bottom of the root ball; all other material shall still be removed.

*Revise standard spec 632.3.18.1.1 and standard spec 632.3.18.1.2 as follows:*

The plant establishment period shall be two years and shall begin and end on the date of substantial landscape completion as determined by the engineer.

*Standard spec 632.3.19.1 shall include the following:*

The contractor shall remove all staking, bracing wire material, and other plant stabilization material at the end of the required establishment period.

The contractor shall leave in place all rodent protection measures at the end of the required establishment period.

The interval for a care cycle shall be 10-14 days between April 15 and October 31. There will be 13 required care cycles in a growing season.

The contractor shall perform a complete and thorough spring clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Spring clean-out shall be performed during the first care cycle of the year (between April 15 and May 1) or as soon as weather and growing season conditions permit. Contractor shall not perform spring clean-out until the ground is no longer saturated from the spring thaw; walking on saturated soil will result in compaction. Spring clean-out shall include removal of past-season herbaceous material that was left standing over winter, cutting back ornamental grasses to within 3-inches of the mulched surface, removing any material damaged over the winter by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

The contractor shall perform a complete and thorough fall clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Fall clean-out shall be performed during the last care cycle of the year (between October 15 and October 31). Contractor shall not perform fall clean-out if the soil is saturated from rain events and shall wait until the soil moisture levels have gone down before performing the final bed clean-out. Fall clean-out shall include coordination with the individual municipality's Forester or Parks Manager to determine which herbaceous perennial and ornamental grass material to leave standing through the winter and which to cut back to the ground, removing any material damaged during the growing season by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any

and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

The contractor shall provide supplemental water during the April 15 to October 31 maintenance period as often as necessary to ensure healthy, thriving, and established plant material. The contractor may need to provide supplemental water even if irrigation is installed as part of the project and shall coordinate directly with the municipality to ensure that the plant material is not being overwatered or under-watered. The contractor will remain solely responsible for plant health and watering maintenance even in the event of irrigation system installation.

Re-mulching and multiple shovel edge cuts are expected to be performed immediately prior to the end of the two-year proving period. Work is incidental to Landscape Planting Surveillance and Care Cycles bid item. Additional payment for re-mulching and multiple edge cuts will not be granted.

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

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$1,000 per day to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

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

### **A Description**

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

### **B Materials**

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

Furnish fence fabric meeting the following requirements.

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

**C Construction**

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

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

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S.	Fence Safety	LF

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

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**19.4. Topsoil Special, Item SPV.0035.003.****A Description**

This special provision describes excavating and disposing of material taken from within planting bed and tree planting locations in accordance to standard spec 205 and furnishing and installing topsoil at the planting bed and tree planting locations in accordance to the requirements of standard spec 625, the plans, and as hereinafter provided.

**B Materials**

Excavate materials in accordance to standard spec 205. Furnish topsoil materials in accordance to standard spec 625.

Ensure Topsoil Special is in a Ph range of 6.0 to 7.0.

**C Construction**

Excavate materials as the plans show or the engineer allows from the planting bed areas and tree planting areas in accordance to standard spec 205. Dispose of surplus or unsuitable material as specified in 205.3.12. Place Topsoil Special in accordance to standard spec 625 in locations shown on the plans, and to a depth of 24 inches.



## **D Measurement**

The department will measure Topsoil Special by the cubic yard acceptably completed as computed using the method of average end areas, with no correction for curvature.

If it is not possible to compute volumes of topsoil special by the method of average end areas, the department may compute the volumes by alternate methods involving 3-dimensional measurements.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.003	Topsoil Special	CY

Payment is full compensation for furnishing all materials, excavating and disposing of planting bed and tree planting area materials, furnishing and placing all topsoil materials in planting bed and tree planting areas, including excavation, loading, and hauling.

## **19.5. Planting Mixture, Item SPV.0035.500.**

### **A Description**

This special provision describes furnishing and installing Planting Mixture at the locations shown on the plans and in accordance to the requirements of standard spec 632, the plans, and as hereinafter provided.

### **B Materials**

The landscape contractor who is responsible for furnishing and installing plant material shall also be solely responsible for obtaining planting mixture components, blending the mixture to the specified proportions, and for furnishing and installing the planting mixture.

#### **B.1 Planting Mixture**

The planting mixture consists of the following blend by volume:

- 2 parts topsoil. Topsoil shall conform to standard spec 625.
- 1 part sand. Obtain the engineer's approval for the sand.
- 1 part compost. Compost shall be either well-rotted shredded leaf mulch, free of disease; or well-rotted, unleached, stable or cattle manure containing no more than 25 percent by volume of straw, sawdust, or other bedding materials and free of toxic substances. Either shall be free of stones, sticks, soil, weed seeds, debris, and other material harmful to plant growth.
- 1 part peat moss. Peat moss shall conform to standard spec 632.

## **C Construction**

### **C.1 Coordination**

Planting Mixture shall be delivered to project site and installed no more than seven days before the start of planting operations for areas receiving Planting Mixture. It is the sole responsibility of the landscape contractor to fully coordinate and schedule the delivery and installation of the Planting Mixture with the delivery and installation of all landscape plant materials.

### **C.2 Planting Mixture Preparation and Placement**

Contractor shall provide, in writing to the engineer, a list of all materials used in Planting Mixture including manufacturers and quantities and shall ensure that all materials meet the standards set forth in standard spec 625 and standard spec 632 and produce a planting mixture that provides a stable, healthy soil for plant growth.

Ensure proper excavation of planting area for all areas to receive Planting Mixture. Prepare areas by removing any construction materials, stone, or other debris larger than 2" in length or diameter for all areas.

Provide Planting Mixture for the central islands of roundabouts and for specialized planting beds as indicated in the plans.

Provide Planting Mixture over entire planting bed area and fine grade to match grades as indicated on plans or to adjacent back of curb or other hardscape surface as indicated on plans and account for settling. Place Planting Mixture in 6-inch to 8-inch lifts, watering in or tamping to reduce settling potential. A minimum of 24" depth shall be provided in the central islands of roundabouts and for specialized perennial beds as indicated in the plans.

Obtain approval of Planting Mixture depths, locations, and elevations by engineer prior to planting.

## **D Measurement**

The department will measure Planting Mixture by the cubic yard, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.500	Planting Mixture	CY

Payment is full compensation for furnishing and installing all materials.

**19.6. Perennials, Aster (Purple Dome), CG, 1 Gal, Item SPV.0060.500; Bee Balm (Marshall's Delight), CG, 1 Gal, Item SPV.0060.501; Black-Eyed-Susan (City Garden), CG, 1 Gal, Item SPV.0060.502; Blue Fescue (Elijah Blue), CG, 1 Gal, Item SPV.0060.503; Calamint, CG, 1 Gal, Item SPV.0060.504; Catmint (Walker's Low), CG, 1 Gal, Item SPV.0060.505; Coneflower, Purple (Magnus), CG, 1 Gal, Item SPV.0060.506; Coneflower (White Swan), CG, 1 Gal, Item SPV.0060.507; Daylily (Alabama Jubilee), CG, 1 Gal, Item SPV.0060.508; Daylily (Flava), CG, 1 Gal, Item SPV.0060.509; Daylily (Pardon Me), CG, 1 Gal, Item SPV.0060.510; Feather Reed Grass (Karl Foerster), CG, 3 Gal, Item SPV.0060.511; Gayfeather, Spiked (Kobold), CG, 1 Gal, Item SPV.0060.512; Little Bluestem (The Blues), CG, 1 Gal, Item SPV.0060.513; Russian Sage, CG, 1 Gal, Item SPV.0060.514; Salvia (May Night), CG, 1 Gal, Item SPV.0060.515; Sedum (Autumn Joy), CG, 1 Gal, Item SPV.0060.516; Switch Grass (Northwind), CG, 3 Gal, Item SPV.0060.517; Switch Grass (Ruby Ribbons), CG, 3 Gal, Item SPV.0060.518.**

#### **A Description**

This special provision describes furnishing and installing perennial plants at the locations shown on the plans and in accordance to the requirements of standard spec 632, the plans, and as hereinafter provided.

#### **B Materials**

Provide perennial plants, as shown on plan, and complying with American Standard for Nursery Stock (ANSI Z60.1-2004) for type, shape, and height.

#### **Plant Materials**

All plants shall be grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, unless otherwise approved by the engineer.

A list of sources for plants shall be furnished in accordance to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

Provide type B fertilizer conforming to standard spec 629.

#### **C Construction**

Ensure that Planting Mixture has been placed according to specifications.

Stake out location of plantings for approval by supervising engineer.

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. The bottom of the root ball shall be in direct contact with the bottom of the hole.

Install Perennial Plants and mulching as shown on the plan and as per the standard specifications.

#### **D Measurement**

The department will measure Perennials (Type) by each individual unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.500	Aster, (Purple Dome), CG, 1 Gal	Each
SPV.0060.501	Bee Balm (Marshall's Delight), CG, 1 Gal	Each
SPV.0060.502	Black-Eyed-Susan (City Garden), CG, 1 Gal	Each
SPV.0060.503	Blue Fescue (Elijah Blue), CG, 1 Gal	Each
SPV.0060.504	Calamint, CG, 1 Gal	Each
SPV.0060.505	Catmint (Walker's Low), CG, 1 Gal	Each
SPV.0060.506	Coneflower, Purple (Magnus), CG, 1 Gal	Each
SPV.0060.507	Coneflower, (White Swan), CG, 1 Gal	Each
SPV.0060.508	Daylily (Alabama Jubilee), CG, 1 Gal	Each
SPV.0060.509	Daylily (Flava), CG, 1 Gal	Each
SPV.0060.510	Daylily (Pardon Me), CG, 1 Gal	Each
SPV.0060.511	Feather Reed Grass (Karl Foerster), CG, 3 Gal	Each
SPV.0060.512	Gayfeather, Spiked (Kobold), CG, 1 Gal	Each
SPV.0060.513	Little Bluestem (The Blues), CG, 1 Gal	Each
SPV.0060.514	Russian Sage, CG, 1 Gal	Each
SPV.0060.515	Salvia (May Night), CG, 1 Gal	Each
SPV.0060.516	Sedum (Autumn Joy), CG, 1 Gal	Each
SPV.0060.517	Switch Grass (Northwind), CG, 3 Gal	Each
SPV.0060.518	Switch Grass (Ruby Ribbons), CG, 3 Gal	Each

Payment for perennials bid item is full compensation for providing, transporting, handling, storing, pruning, placing, and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing, and backfilling; for providing and applying all required fertilizer, mulch, water, rodent protection, herbicides and anti-desiccant spray; and for disposing of all excess and waste materials. Payment for Topsoil bid item used in planting will be as specified in standard spec 625 and SPV.0035.500, Planting Mixture.

**19.7. Bulbs, Daffodil, ‘Stainless’, Bulb, DN I, Item SPV.0060.519; Bulbs, Tulip, ‘American Dream’, Bulb, 12+cm, Item SPV.0060.520; Bulbs, Tulip, ‘Jaap Groot’, Bulb, 12+cm, Item SPV.0060.521.**

**A Description**

This special provision describes furnishing and installing Bulbs at the locations and quantities indicated in the Plant Quantities Tables and in accordance to the requirements this section.

**B Materials**

Provide Bulbs complying with American Standard for Nursery Stock (ANSI Z60.1-2004) for type, shape, size, and quality.

Bulbs shall be top grade as determined by American Standard for Nursery Stock, current edition and shall be firm and plump, free of cuts, bruises and damage. Soft and/or shriveled bulbs may not be used. Store bulbs, corms, and tubers in a dry place at 60 to 65 degree F until planting.

Provide fertilizer conforming to standard spec 632.2.4.2.

**C Construction**

**C.1 Planting Timing**

If plant installation will be completed after September 15, the contractor can install bulbs as part of the plant installation.

If plant installation will occur before September 15, the contractor will be required to furnish and install bulbs the following growing season according to the schedule outlined in this Section.

**Bulb Planting:** Bulbs must be planted between September 15 to November 15. Bulb planting may or may not correspond to landscape plant installation timing. Bulbs may not be planted in spring, summer or at any other time period other than the specified period for Bulb Planting.

If the contractor fails to perform the bulb plantings as specified in this section and/or performs the plantings outside of the acceptable planting periods, the department will assess damages in the amount of \$5,000 to cover the cost of performing the work with other forces. The department will assess these damages if the contractor fails to install the bulbs during the first available fall planting season, except when the engineer extends the required time period.

**C.2 Preparation**

Ensure that Planting Mixture has been placed according to specifications.

Bulbs shall be placed in clusters of three to five.

The bulb clusters shall be randomly placed throughout the planting bed in locations that are highly visible from the circulating roadway. Do not place bulbs at the high points of the roundabouts inside of layers of trees and/or shrubs where they would be obscured from views from the circulating roadway.

Stake out location general of bulb clusters for approval by engineer.

### **C.3 Planting**

The contractor shall take care not to disturb other plantings and/or irrigation during bulb planting operations and will be fully responsible for repairing and/or replacing plants or irrigation damaged during bulb planting.

**Bulb Planting:** Dig a single hole for each grouping of bulbs as indicated in the planting plan to a depth that is twice the length of the bulb itself; typically about 3 to 5 inches deep. Loosen the soil at the edges and bottom of the hole. Place bulbs securely in the hole with bud nodes (tips) pointing upward. Mix planting soil blend and fertilizer based on manufacturer's written instructions and fill hole with soil+fertilizer blend and finish to match adjacent soil grades. Lightly tamp the backfilled soil and apply mulch over the top of the planted area. Water bulb plantings only if the planting soil blend is extremely dry; do not soak bulbs. Never water directly into the hole after the bulbs are placed and before the planting soil is replaced.

The contractor will not be held responsible for re-planting bulbs after completion of the first installation.

### **D Measurement**

The department will measure Bulbs (Type) by each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.519	Bulbs, Daffodil (Stainless), Bulb, DN I	Each
SPV.0060.520	Bulbs, Tulip (American Dream), Bulb, 12+cm	Each
SPV.0060.521	Bulbs, Tulip, (Jaap Groot), Bulb, 12+cm	Each

Payment for Bulbs bid item are full compensation for providing, transporting, handling, storing, placing, and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing, and backfilling; for providing and applying all required fertilizer, mulch, water, rodent protection, herbicides and anti-desiccant spray; and for disposing of all excess and waste materials. Payment for Topsoil bid item used in planting will be as specified in standard spec 625 and SPV.0035.500, Planting Mixture.

## **19.8. Fine Fescue Seed, Item SPV.0085.150.**

### **A Description**

This special provision describes furnishing and installing Fine Fescue Seed at the locations shown on the plans and as hereinafter provided.

### **B Materials**

Provide Fine Fescue Seed of the following composition with species composed of Pure Live Seed (PLS) with no named or improved varieties unless specifically listed below:

<i>FESCUE SEED</i>	<i>PERCENT IN MIX</i>
Hard Fescue ( <i>Festuca brevipila</i> )	25%
Chewings Fescue ( <i>Festuca commutata</i> ):	23%
Sheep Fescue ( <i>Festuca ovina</i> ):	23%
Slender Creeping Red Fescue ( <i>Festuca rubra</i> )	12.5%
Creeping Red Fescue ( <i>Festuca rubra</i> subs. <i>Rubra</i> )	12.5%
Gulf Annual Ryegrass ( <i>Lolium multiflorum</i> )	4%

All PLS seed shall be from nurseries specializing in growing native species. All seed shall be cold, dry stratified. Minimum percent purity shall be 96 percent.

Contractor shall provide seed blend to engineer for final review and approval and shall include, from seed vendor, certification of seed showing mix composition and a guarantee of germination and the following information: Scientific name of genus and species (subspecies and variety as necessary) and guarantee that seeds are true to species, bulk weight of seed, PLS, supplier lot identification, calendar year in which seed was collected, seed origin (geographical location), seed supplier contact information including company name, address, phone number, contact person's name and e-mail address.

### **C Construction**

Seeding shall occur between March 15 to May 15 or August 20 to September 20.

Topsoil will be provided under a separate bid item but the contractor performing the seeding operations shall verify that sufficient topsoil has been provided both in terms of quality and quantity. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, stones larger than 2" in diameter, and/or any other construction refuse has been deposited within area to be seeded. If insufficient or contaminated topsoil is in place, notify engineer immediately and do not begin any seeding operations until any and all unsatisfactory conditions have been corrected.

Remove any and all undesirable vegetation that has germinated in area to be seeded in a method that will not adversely affect the installation of new seed. All annual and perennial weeds must be eliminated prior to seeding.

Scarify soils that have become compacted during construction operations. Ensure aerated subgrades to a minimum depth of 8 inches are present before proceeding with seeding operations.

Moisten prepared area before seeding if soil is dry. Water thoroughly and allow surface to dry before seeding. Do not create muddy soil.

No seeding shall occur on frozen ground or at temperatures lower than 32 degrees F.

Seed Fine Fescue Seed Blend using Method A or Method B as outlined in standard spec 630 at a rate of 5 lbs/1000 sq. feet or as recommended by seed supplier and approved by Engineer.

Mulch shall be applied to seeded area according to standard spec 627.

The contractor shall maintain the seeded areas for the duration of the project as follows:

- Watering is essential during the first two months; the area should be watered every-other day for 15-30 minutes in the absence of major rain events.
- Do not fertilize.
- Mow only if area grows to higher than 8 inches and then only mow to a minimum height of 4 inches.
- Spot control for broadleaf weeds and remove them from the area.

#### **D Measurement**

The department will measure Fine Fescue Seed by the pound, 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.0085.150	Fine Fescue Seed	LB

Payment is full compensation for providing, handling, and storing all seed; for providing the required culture and inoculating seed as specified and as needed; and for preparing the seed bed, sowing, covering and firming the seed; for furnishing and installing all materials, including but not limited to seed.

### **19.9. Railing Decorative Steel, Item SPV.0090.005.**

#### **A Description**

This special provision describes work consisting of fabricating, painting, delivering and installing railing above the Boulder Wall R-05-83 on the North side of Elmhurst Avenue installed under Project 9202-08-80 at the locations specified in the plans.



## **B Materials**

### **B.1 General**

Provide materials meeting the requirements as shown on the plans and the applicable sections of the standard specifications as follows:

- Welding Materials: Standard spec 506.2.3.11
- Steel Railings Standard spec 513.2
- Painting: Standard spec 517.2 and 517.3

Prior to fabrication, blast clean steel per SSPC-SP 6 and galvanize steel according to ASTM A 123. 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. Flatten all sharp edges by a single pass of a grinder or suitable device along the sharp edge. Condition any thermal cut edges to be painted 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.

Epoxy paint coating system shall be in accordance to epoxy paint coating system for structural steel, as shown on the department's approved list.

### **B.2 Painting**

Clean all galvanizing surfaces per SSPC-SP1 to remove, chlorides, sulfates zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface 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 of the railing panels. Care should be taken to not damage the painted surface during panel assembly or railing 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.2 Color

Provide a finished color for the coating system for railing matching Federal Color 27038, semi-gloss 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 by the engineer.

During construction and at the time of delivery the engineer will inspect the railing sections for proper fabrication and painting. The engineer will accept the product after the delivery is unloaded on the site. After the product is unloaded, the installation contractor shall 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.

Complete all welding in accordance 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 will 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 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 Decorative Steel, by the linear foot, acceptably completed and in place.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.005	Railing Decorative Steel	LF

Payment is full compensation for furnishing and installing railing, masonry anchor bolts, concrete setting base.

### **19.10. Aluminum Edging, Item SPV.0090.500.**

#### **A Description**

This special provision describes furnishing and installing Aluminum Edging at the locations shown on the plans and in accordance to the requirements of standard spec 632, the plans, and as hereinafter provided.

#### **B Materials**

Provide standard-profile extruded-aluminum edging, ASTM B221, alloy 6063-T6, fabricated in standard lengths with interlocking sections with loops stamped from face of sections to receive stakes. Edging size shall be 1/8 inch wide by 5-1/2 inch deep. Finish shall be black anodized.

Stakes shall be aluminum, ASTM B221, Alloy 6061-T6, approximately 1-1/2 inches wide by 12 inches long. Finish shall be black anodized.

#### **C Construction**

Contractor shall examine elevation and slope of structural fill and planting mixture and ensure that adequate slopes and elevations have been provided according to the drawings before placing any edging materials. In the event that inadequate materials levels or slopes are present, contractor shall contact the engineer immediately and shall not

proceed with edging installation until any and all unsatisfactory conditions have been corrected.

Install aluminum edging where indicated in plans and according to manufacturer's written instructions. Anchor with aluminum stakes spaced approximately 36 inches apart, driven below top elevation of edging. Finished elevation of edging shall be no less than ½" and no greater than 1" above the finished elevation of adjacent mulched surfaces.

Place the edging in such a manner as to not damage plants, structures, and/or other materials already in place.

**D Measurement**

The department will measure Aluminum Edging by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.500	Aluminum Edging	LF

Payment is full compensation for furnishing and installing all materials.

**19.11. Shovel Cut Edge, Item SPV.0090.501.**

**A Description**

This special provision describes furnishing and installing a Shovel Cut Edge at the locations shown on the plans and as hereinafter provided.

**B Materials**

Provide Shredded Hardwood Bark Mulch for trench backfill as shown on plan and in accordance to section SPV.0180.500.

**C Construction**

Install shovel cut edge at the perimeter of planting beds as indicated in drawings. Edge shall be manually or machine cut to a minimum depth of 6" and a width of 6-8". Fill shovel cut edge with shredded hardwood bark mulch and finish approximately 2" below adjacent lawn grades. Tamp shredded hardwood bark mulch lightly and add mulch, as necessary, such that the final level of the shredded hardwood bark mulch after compacting shall be level with adjacent lawn grades.

**D Measurement**

The department will measure Shovel Cut Edge by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.501	Shovel Cut Edge	LF

Payment is full compensation for furnishing and installing all materials.

## **19.12. Survey Project 9202-08-80, Item SPV.0105.001.**

### **A Description**

Perform work according to standard spec 650.

Standard spec 105.6 and standard spec 650 are modified 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. The contractor shall perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

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, ponds, ITS, FTMS, ramp gates, parking lots, utilities, landscaping elements, irrigation system layout, installation of community sensitive design elements, traffic control items, fencing, etc.

The department may choose to perform quality assurance survey during construction. This quality assurance survey does not relieve the contractor of the responsibility for furnishing all survey work required under this contract.

*Delete standard spec 650.1.*

### **B (Vacant)**

### **C Construction**

Survey required under this item shall be in accordance to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work under this contract.

### **D Measurement**

The department will measure Survey Project 9202-08-80 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.0105.001	Survey Project 9202-08-80	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract.  
(NER41-20110718)

### **19.13. Berm Rock Wall, Item SPV.0165.004.**

#### **A Description**

The work under this item shall consist of 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.

#### **B Materials**

Materials furnished under this contract shall conform to the following requirements.

##### **B.1 Backfill**

All backfill material placed between the boulder face and existing embankment shall be conforming to standard spec 207.

##### **B.2 Wall Facing**

Boulders used for wall facing shall be durable field or quarry stone of approved quality. They shall be sound, hard, dense, resistant to the action of air and water, and free from seams, cracks, or other structural defects. Boulders shall be of a size and shape approved by the engineer and shall be well graded. They shall have a minimum diameter of 1 foot, measured in the smallest direction.

#### **C Construction**

The Berm Rock Wall shall be constructed at the locations and to the dimensions shown on the plan and as directed by the engineer. Materials will be placed in the areas as indicated on the plans and as detailed in this specification.

All existing topsoil shall be excavated from the wall fill zone. Any unsuitable material at the wall base shall be excavated to a depth which provides a stable foundation. A leveling pad of Granular Backfill shall then be constructed and compacted to bottom of wall elevation. The minimum thickness of the leveling pad shall be 6 inches. Geotextile Fabric, Type HR shall be placed beneath and behind the boulder facing units.

Backfill lifts shall be no more than 8 inches in thickness, and shall be benched into the existing embankment. Backfilling and compaction shall closely follow erection of each course of boulder facing units. At the end of each working day, the contractor shall provide good temporary drainage such that the backfill shall not become contaminated with runoff soil or water if it should rain. No materials or large equipment shall be stockpiled or stored on top of the wall within 10 feet of the front face of the wall.

Backfill operations shall be conducted in such a manner as to prevent damage or misalignment shall be corrected at the contractor's expense as directed by the engineer.

The surrounding area located above and below the retaining wall site shall be restored to its original condition and to the finished details on the plans after construction of the wall.

#### **D Measurement**

The department will measure Berm Rock Wall 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 as shown on the plans, acceptably completed. Unless directed by the engineer, wall area constructed above or below these limits will not be measured for payment.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.004	Berm Rock Wall	SF

Payment is full compensation for site preparation, including all necessary excavation and disposal of surplus materials; supplying and placing boulders to produce a functional system; supplying and installing granular backfill, and geotextile fabric Type HR; backfilling and compaction.

### **19.14. Shredded Hardwood Bark Mulch, Item SPV.0180.500.**

#### **A Description**

This special provision describes furnishing and installing Shredded Hardwood Bark Mulch at the locations shown on the plans and in accordance to the requirements of standard spec 632, the plans, and as hereinafter provided.

#### **B Materials**

Provide Shredded Hardwood Bark Mulch, as shown on plan and in accordance to standard spec 632.2.6.

Shredded Hardwood Bark Mulch shall be finely shredded hardwood bark mulch and shall be the product of a mechanical chipper, hammermill, or tub grinder. The material shall be fibrous and uniformly dark brown in color, free of large wood chunks, and shall be substantially free of mold, dirt, sawdust, and foreign material. No portion of the material shall be in an advanced state of decomposition. The material shall not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. The material shall contain no bark of the black walnut tree. The material, when air dried, shall all pass a 4-inch screen and no more than 20 percent by mass of the material shall pass a 0.10-inch sieve. Unattached bark or greenleaf composition, either singly or combined, shall not exceed 20 percent each by mass. The maximum length of individual pieces shall not exceed 4 inches.

**C Construction**

Install mulch in accordance to standard spec 632.3.9 to a depth of 3 inches over entire area of bed.

Do not use any weed barrier fabric in bark mulch areas.

Place the hardwood bark mulch in such a manner as to not damage plants already in place.

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.500	Shredded Hardwood Bark Mulch	SY

Payment is full compensation for furnishing and installing all materials.





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**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)  
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)  
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

*TrANS* is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

***I. BASIC CONCEPTS***

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   2   (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   1   (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## ***I. RATIONALE AND SPECIAL NOTE***

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

***NOTE:*** *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
  - i. Produce accurate and complete quotes.
  - ii. Understand highway plans applicable to their work.
  - iii. Understand specifications and contract requirements applicable to their work.
  - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

#### 2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
  - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
  - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
  - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
  - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
  - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
  - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
  - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

#### 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

#### **4. Department's DBE Evaluation Process**

##### **a. Documentation Submittal**

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

##### **i. Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

##### **ii. Bidder Does Not Meet DBE Goal**

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
  - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
  - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

#### **5. Department's Criteria for Good Faith Effort**

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
  - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
      - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
      - a. Email to all prospective DBE firms in relevant work areas
      - b. Phone call log to DBE firms who express interest via written response or call.
      - c. Fax/letter confirmation
      - d. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
  - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its



- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
    - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
    - i. Provide the following information along with department form DT1202:
      - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
      - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
      - (3) Photocopies or electronic copies of all written solicitations to DBE's.
      - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
      - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
  - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office  
6150 Fond du Lac Ave.  
Milwaukee, WI 53218  
Phone: 414-438-4583 / 608-266-6961  
Fax: 414-438-5392  
E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov)

## 6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## **7. Department's Criteria for DBE Participation**

### **Department's DBE List**

- a. The department maintains a DBE list on the department's website at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

## **8. Counting DBE Participation**

### **Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

## **9. Commercially Useful Function**

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

**10. Trucking**

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

**11. Manufacturers and Suppliers**

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

**12. DBE Prime**

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

**13. Joint Venture**

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

**14. Mentor Protégé**

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

**15. DBE Replacement**

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

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

**16. Changes to the approved DBE Commitment Form DT1506**

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

**17. Contract Modifications**

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

**18. Payment**

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

**APPENDIX A**  
**Sample Contractor Solicitation Letter Page 1**  
*This sample is provided as a guide not a requirement*

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GFW SAMPLE MEMORANDUM

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**TO:** DBE FIRMS  
**FROM:** POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR  
**SUBJECT:** REQUEST FOR DBE QUOTES  
LET DATE & TIME  
**DATE:** MONTH DAY YEAR  
**CC:** DBE OFFICE ENGINEER

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Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,  
Phone: (000) 123-4567  
Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_

Letting Date: \_\_\_\_\_

Project ID: \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have some one contact me at this number

**Prime Contractor's Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**DBE Contractor Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

## **APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

### **Primes**

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

### **DBE**

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

**APPENDIX D**  
**Good Faith Effort Evaluation Guidance**  
*Excerpt from Appendix A of 49 CFR Part 26*

**APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.



- D.
    - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
  - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
  - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
  - c. Add attachments to a sub-quote
  - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to 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:*

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**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.

---

**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.

---

**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.



**US 41Corridor**  
**EEO/AA Requirements for Contractors and Subcontractors**  
**(OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS,**  
**US DEPARTMENT OF LABOR)**

1. Prime Contractor(s) and subcontractors awarded a construction contract in excess of \$10,000 at any tier for construction work under the contract shall comply with the requirements of Executive Order 11246 as amended, Section 503 of The Rehabilitation Act of 1973 as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended (38 U.S.C. 4212).
2. The contractor shall provide written notification to the District Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Dept. of Labor/ESA, 310 West Wisconsin Avenue, Suite 1115, Milwaukee, WI 53202 - phone: (414) 297-3822, fax: (414) 297-4038, within 10 working days of the award of any construction contract (subcontract) in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification shall include name, address and telephone number of the subcontractor, employer identification number (EIN), dollar amount of the contract, and the estimated starting and completion date. This notification provision applies to 2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors, etc. as well as the prime contractor.
3. The prime contractor and each subcontractor are required to complete a monthly Utilization Report. The report will include the total number of work hours broken out by construction trade and classification (supervisor, journey or apprentice), race and gender. The report will also include the number of employees within each trade and classification by race and gender. These reports will be entered into the Civil Rights Compliance System (CRCS) in accordance with WisDOT requirements. However, if USDOL is denied access to the CRCS, the contractor will be notified by USDOL. The contractor will then submit directly to USDOL at the address above, the Utilization Report and number of employees as described earlier in this paragraph.
4. The prime contractor and each subcontractor are to provide a list of employees who worked on this project by name, race, sex, trade, classification (foreman/supervisor, journey, apprentice, trainee), if the person was a TRANS grad, and date of hire into the prime or subcontractor's workforce. This will be sent to the U. S. Department of Labor, OFCCP when the last work hours are reported for the project by each contractor.
5. The Prime Contractor is required to appoint an EEO/Affirmative Action (EEO/AA) Manager for the project. Each subcontractor is required to appoint an EEO/AA Project Coordinator. The EEO/AA Manager shall have overall responsibility for the

monitoring of EEO/AA compliance by the prime contractor and by all subcontractors working on this project (for all construction work originated by the Prime Contractor).

6. The prime contractor shall establish a **Special Project Affirmative Action Oversight Committee (SPAAOC)** comprised of OFCCP, and other representatives from state/local Civil Rights Enforcement/Development Agencies, labor unions, community constituents representing minority and female groups and other government and non-government agencies as needed. The first meeting will be held as soon as possible prior to the start of the project. Thereafter, the SPAAOC shall meet periodically throughout the course of the contract to discuss EEO/AA issues.
7. A designated EEO representative of each contractor on the project must attend a technical assistance seminar sponsored by OFCCP to understand their obligations under Executive Order 11246 as amended, Section 503 of The Rehabilitation Act of 1973 as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended (38 U.S.C. 4212). If the contractor's EEO representative has attended an OFCCP technical assistance seminar during the previous 12 calendar months, they will be exempt from this requirement.
8. The EEO/AA goals (good faith effort) for this contract are:

Nation wide:	6.9% for Females of total work hours by trade
Brown County:	1.3% for Minorities of total work hours by trade
Winnebago County:	0.9% for Minorities of total work hours by trade



**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  
BROWN COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on January 1, 2014

**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	30.77	16.92	47.69
Carpenter	30.48	15.90	46.38
Cement Finisher	32.65	17.32	49.97
Future Increase(s): 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	28.50	17.53	46.03
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	16.00	3.33	19.33
Ironworker	28.72	23.47	52.19
Future Increase(s): Add \$1.10/hr on 6/1/2014; Add \$1.15/hr on 6/1/2015.			
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.			
Line Constructor (Electrical)	38.25	16.38	54.63
Painter	21.87	11.37	33.24
Pavement Marking Operator	30.00	0.00	30.00
Piledriver	30.98	15.90	46.88
Roofer or Waterproofer	19.50	5.75	25.25
Teledata Technician or Installer	21.89	11.85	33.74
Tuckpointer, Caulker or Cleaner	30.77	5.56	36.33
Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67

<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>
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.74	51.24
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.58	40.36
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

**TRUCK DRIVERS**

Single Axle or Two Axle	34.22	19.90	54.12
Three or More Axle	24.52	17.77	42.29
Future Increase(s): Add \$1.30/hr on 6/1/2014. 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.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	29.27	20.40	49.67
Future Increase(s): Add \$1.75/hr on 6/1/14; Add \$1.25/hr on 6/1/15; Add \$1.30/hr on 6/1/16; Add \$1.25/hr on 6/ 1/ 17. 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
Pavement Marking Vehicle	23.31	17.13	40.44
Shadow or Pilot Vehicle	34.22	19.90	54.12
Truck Mechanic	23.31	17.13	40.44

**LABORERS**

General Laborer	29.04	14.63	43.67
Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	17.00	0.00	17.00
Landscaper	29.04	14.63	43.67
Future Increase(s): 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	25.67	14.63	40.30
Future Increase(s): 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>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>
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.00	5.87	21.87
Railroad Track Laborer	23.46	13.88	37.34

### 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).	36.72	20.40	57.12
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Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017.

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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm>.

Backhoe (Track Type) Having a Mfg'r.'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.	36.22	20.40	56.62
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Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017.

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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm>.

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 Mfg'r.'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	35.72	20.40	56.12
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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>
Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/ civilrights/ laborwages/ pwc. htm</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 \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/ civilrights/ laborwages/ pwc. htm</a> .	35.72	20.40	56.12
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. 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://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http:// www.dot.wi.gov/business/ civilrights/ laborwages/ pwc. htm</a> .	35.17	20.40	55.57
Fiber Optic Cable Equipment.	26.69	16.65	43.34
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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.	38.80	20.17	58.97
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.	34.50	20.04	54.54
Work Performed on the Great Lakes Including Deck Equipment Operator,	34.50	20.04	54.54

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
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.			

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: March 14, 2014

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
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 .....	\$29.04 .....	14.53	1 & 2 Axles .....	23.82 .....	18.32	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	29.14 .....	14.53	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	23.97 .....	18.32	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	29.19 .....	14.53				
Group 4:	Line and Grade Specialist .....	29.39 .....	14.53				
Group 5:	Blaster and Powderman .....	29.24 .....	14.53				
Group 6:	Flagperson; Traffic Control .....	25.67 .....	14.53				

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; Modification #2, dated March 14, 2014.

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	30.77 .....	16.62
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	28.72 .....	23.47
Cement Mason/Concrete Finisher .....	31.52 .....	16.30
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
Painters .....	22.82 .....	11.52
Well Drilling:		
Well Driller.....	16.52 .....	3.70

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: March 14, 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: March 14, 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 6 .....	35.25	19.30	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
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:  
20140513035PROJECT(S):  
9202-08-80FEDERAL ID(S):  
WISC 2014200

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	EACH	1.000	.	.
0020	201.0105 CLEARING	STA	9.000	.	.
0030	201.0205 GRUBBING	STA	9.000	.	.
0040	203.0100 REMOVING SMALL PIPE CULVERTS	EACH	2.000	.	.
0050	204.0100 REMOVING PAVEMENT	SY	140.000	.	.
0060	204.0110 REMOVING ASPHALTIC SURFACE	SY	606.000	.	.
0070	204.0120 REMOVING ASPHALTIC SURFACE MILLING	SY	557.000	.	.
0080	204.0150 REMOVING CURB & GUTTER	LF	3,783.000	.	.
0090	204.0155 REMOVING CONCRETE SIDEWALK	SY	359.000	.	.
0100	204.0195 REMOVING CONCRETE BASES	EACH	10.000	.	.

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			DOLLARS	CTS	DOLLARS	CTS
0110	204.0210 REMOVING MANHOLES	4.000 EACH	.		.	
0120	204.0220 REMOVING INLETS	16.000 EACH	.		.	
0130	204.0245 REMOVING STORM SEWER (SIZE) 001. 12-INCH - 18-INCH	645.000 LF	.		.	
0140	204.0245 REMOVING STORM SEWER (SIZE) 002. 21-INCH - 30-INCH	62.000 LF	.		.	
0150	204.0291.S ABANDONING SEWER	327.000 CY	.		.	
0160	205.0100 EXCAVATION COMMON	8,030.000 CY	.		.	
0170	213.0100 FINISHING ROADWAY (PROJECT) 001. 9202-08-80	1.000 EACH	.		.	
0180	305.0110 BASE AGGREGATE DENSE 3/4-INCH	166.000 TON	.		.	
0190	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	5,709.000 TON	.		.	
0200	311.0110 BREAKER RUN	4,957.000 TON	.		.	
0210	405.0100 COLORING CONCRETE RED	16.000 CY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0220	415.0080 CONCRETE PAVEMENT 8-INCH	1,359.000 SY	.		.	
0230	415.0090 CONCRETE PAVEMENT 9-INCH	6,669.000 SY	.		.	
0240	415.0210 CONCRETE PAVEMENT GAPS	3.000 EACH	.		.	
0250	415.1090 CONCRETE PAVEMENT HES 9-INCH	201.000 SY	.		.	
0260	416.0160 CONCRETE DRIVEWAY 6-INCH	73.000 SY	.		.	
0270	416.0512 CONCRETE ROUNDBOUT TRUCK APRON 12-INCH	444.000 SY	.		.	
0280	416.0620 DRILLED DOWEL BARS	32.000 EACH	.		.	
0290	455.0105 ASPHALTIC MATERIAL PG58-28	15.000 TON	.		.	
0300	455.0605 TACK COAT	65.000 GAL	.		.	
0310	460.1101 HMA PAVEMENT TYPE E-1	266.000 TON	.		.	
0320	460.1103 HMA PAVEMENT TYPE E-3	68.000 TON	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0330	460.2000 INCENTIVE DENSITY HMA PAVEMENT	214.000 DOL	1.00000		214.00	
0340	465.0105 ASPHALTIC SURFACE	222.000 TON	.		.	
0350	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	23.000 TON	.		.	
0360	465.0125 ASPHALTIC SURFACE TEMPORARY	297.000 TON	.		.	
0370	465.0315 ASPHALTIC FLUMES	9.000 SY	.		.	
0380	520.8000 CONCRETE COLLARS FOR PIPE	5.000 EACH	.		.	
0390	522.1015 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 15-INCH	1.000 EACH	.		.	
0400	522.1018 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH	1.000 EACH	.		.	
0410	601.0405 CONCRETE CURB & GUTTER 18-INCH TYPE A	289.000 LF	.		.	
0420	601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A	4,627.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0430	601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D	467.000 LF	.		.	
0440	601.0580 CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R	377.000 LF	.		.	
0450	601.0600 CONCRETE CURB PEDESTRIAN	220.000 LF	.		.	
0460	602.0410 CONCRETE SIDEWALK 5-INCH	4,594.000 SF	.		.	
0470	602.0505 CURB RAMP DETECTABLE WARNING FIELD YELLOW	168.000 SF	.		.	
0480	606.0200 RIPRAP MEDIUM	5.000 CY	.		.	
0490	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	174.000 LF	.		.	
0500	608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH	642.000 LF	.		.	
0510	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH	152.000 LF	.		.	
0520	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	352.000 LF	.		.	
0530	608.0415 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 15-INCH	148.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0540	608.0418 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 18-INCH	78.000 LF	.		.	
0550	611.0420 RECONSTRUCTING MANHOLES	2.000 EACH	.		.	
0560	611.0430 RECONSTRUCTING INLETS	4.000 EACH	.		.	
0570	611.0530 MANHOLE COVERS TYPE J	4.000 EACH	.		.	
0580	611.0624 INLET COVERS TYPE H	35.000 EACH	.		.	
0590	611.0639 INLET COVERS TYPE H-S	7.000 EACH	.		.	
0600	611.0642 INLET COVERS TYPE MS	3.000 EACH	.		.	
0610	611.2004 MANHOLES 4-FT DIAMETER	17.000 EACH	.		.	
0620	611.2005 MANHOLES 5-FT DIAMETER	2.000 EACH	.		.	
0630	611.3230 INLETS 2X3-FT	19.000 EACH	.		.	
0640	611.3901 INLETS MEDIAN 1 GRATE	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0650	611.3902 INLETS MEDIAN 2 GRATE	1.000 EACH	.		.	
0660	611.8120.S COVER PLATES TEMPORARY	6.000 EACH	.		.	
0670	614.0115 ANCHORAGES FOR STEEL PLATE BEAM GUARD TYPE 2	1.000 EACH	.		.	
0680	614.0250 STEEL THRIE BEAM STRUCTURE APPROACH TEMPORARY	42.000 LF	.		.	
0690	614.0305 STEEL PLATE BEAM GUARD CLASS A	56.000 LF	.		.	
0700	614.0380 STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL TEMPORARY	2.000 EACH	.		.	
0710	614.0920 SALVAGED RAIL	180.000 LF	.		.	
0720	614.2300 MGS GUARDRAIL 3	112.000 LF	.		.	
0730	614.2610 MGS GUARDRAIL TERMINAL EAT	1.000 EACH	.		.	
0740	614.2620 MGS GUARDRAIL TERMINAL TYPE 2	1.000 EACH	.		.	
0750	616.0700.S FENCE SAFETY	1,250.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0760	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 001. 9202-08-80	1.000 EACH	.		.	
0770	619.1000 MOBILIZATION	1.000 EACH	.		.	
0780	620.0300 CONCRETE MEDIAN SLOPED NOSE	312.000 SF	.		.	
0790	624.0100 WATER	25.000 MGAL	.		.	
0800	625.0100 TOPSOIL	7,843.000 SY	.		.	
0810	627.0200 MULCHING	8,193.000 SY	.		.	
0820	628.1504 SILT FENCE	1,023.000 LF	.		.	
0830	628.1520 SILT FENCE MAINTENANCE	1,023.000 LF	.		.	
0840	628.1905 MOBILIZATIONS EROSION CONTROL	10.000 EACH	.		.	
0850	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	5.000 EACH	.		.	
0860	628.2008 EROSION MAT URBAN CLASS I TYPE B	1,463.000 SY	.		.	



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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0870	628.7005 INLET PROTECTION TYPE A	13.000 EACH	.		.	
0880	628.7010 INLET PROTECTION TYPE B	27.000 EACH	.		.	
0890	628.7020 INLET PROTECTION TYPE D	21.000 EACH	.		.	
0900	628.7555 CULVERT PIPE CHECKS	10.000 EACH	.		.	
0910	629.0205 FERTILIZER TYPE A	5.500 CWT	.		.	
0920	630.0140 SEEDING MIXTURE NO. 40	207.000 LB	.		.	
0930	631.1100 SOD EROSION CONTROL	5.000 SY	.		.	
0940	632.0101 TREES (SPECIES, ROOT, SIZE) 01. HACKBERRY, COMMON 'PRAIRIE PRIDE', B&B, 2. 5-INCH CAL.	2.000 EACH	.		.	
0950	632.0101 TREES (SPECIES, ROOT, SIZE) 02. HONEYLOCUST, THORNLESS 'IMPERIAL', B&B, 2. 5-INCH CAL.	3.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0960	632.0101 TREES (SPECIES, ROOT, SIZE) 03. MAPLE, FREEMAN 'SIENNA GLEN', B&B, 2-INCH CAL.	EACH 3.000	.		.	
0970	632.0101 TREES (SPECIES, ROOT, SIZE) 04. CRABAPPLE, 'DONALD WYMAN', B&B, 2-INCH CAL.	EACH 5.000	.		.	
0980	632.0101 TREES (SPECIES, ROOT, SIZE) 05. CRABAPPLE, 'DONALD WYMAN', B&B, 8-FOOT HT.	EACH 3.000	.		.	
0990	632.0101 TREES (SPECIES, ROOT, SIZE) 06. CRABAPPLE, 'PINK SPIRES' (SHRUB FORM TREE), B&B 8-FOOT HT.	EACH 3.000	.		.	
1000	632.0101 TREES (SPECIES, ROOT, SIZE) 07. CRABAPPLE, 'RED JEWEL', B&B, 2-INCH CAL.	EACH 5.000	.		.	
1010	632.0101 TREES (SPECIES, ROOT, SIZE) 08. CRABAPPLE, 'RED JEWEL' (SHRUB FORM TREE), B&B, 8-FOOT HT.	EACH 2.000	.		.	
1020	632.0101 TREES (SPECIES, ROOT, SIZE) 09. DOGWOOD, CORNELIAN CHERRY 'GOLDEN GLORY' (SHRUB FORM TREE), B&B, 6-FT HT.	EACH 3.000	.		.	
1030	632.0101 TREES (SPECIES, ROOT, SIZE) 10. HAWTHORN, 'WINTER KING', B&B, 2-INCH CAL.	EACH 2.000	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1040	632.0101 TREES (SPECIES, ROOT, SIZE) 11. HAWTHORN, 'WINTER KING' (SHRUB FORM TREE), B&B, 8-FOOT HT.	4.000 EACH	.		.	
1050	632.0101 TREES (SPECIES, ROOT, SIZE) 12. JAPANESE TREE LILAC, 'IVORY SILK' B&B, 2-INCH CAL.	4.000 EACH	.		.	
1060	632.0101 TREES (SPECIES, ROOT, SIZE) 13. JAPANESE TREE LILAC, 'IVORY SILK' (SHRUB FORM TREE), B&B, 8-FOOT HT.	3.000 EACH	.		.	
1070	632.0101 TREES (SPECIES, ROOT, SIZE) 14. MAPLE, TATARIAN, B&B, 2-INCH CAL.	6.000 EACH	.		.	
1080	632.0101 TREES (SPECIES, ROOT, SIZE) 15. MAPLE, TATARIAN (SHRUB FORM TREE), B&B, 8-FOOT HT.	4.000 EACH	.		.	
1090	632.0101 TREES (SPECIES, ROOT, SIZE) 16. PEAR, CALLERY 'CLEVELAND SELECT', B&B, 2-INCH CAL.	12.000 EACH	.		.	
1100	632.0101 TREES (SPECIES, ROOT, SIZE) 17. VIBURNUM, BLACKHAW 'FOREST ROUGE' (SHRUB FORM TREE), B&B, 6-FOOT HT.	14.000 EACH	.		.	

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1110	632.0101 TREES (SPECIES, ROOT, SIZE) 18. ARBORVITAE, AMERICAN 'EMERALD GREEN', B&B, 5-FOOT HT.	6.000 EACH	.		.	
1120	632.0101 TREES (SPECIES, ROOT, SIZE) 19. ARBORVITAE, AMERICAN 'TECHNY', B&B, 5-FOOT HT.	12.000 EACH	.		.	
1130	632.0101 TREES (SPECIES, ROOT, SIZE) 20. JUNIPER, 'IOWA', B&B, 3-FOOT HT.	16.000 EACH	.		.	
1140	632.0101 TREES (SPECIES, ROOT, SIZE) 21. JUNIPER, 'IOWA', B&B, 5-FOOT HT.	37.000 EACH	.		.	
1150	632.0101 TREES (SPECIES, ROOT, SIZE) 22. SPRUCE, BLACK HILL, B&B, 8-FOOT HT.	13.000 EACH	.		.	
1160	632.0101 TREES (SPECIES, ROOT, SIZE) 23. SPRUCE, SERBIAN, B&B, 5-FOOT HT.	3.000 EACH	.		.	
1170	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 01. PFITZER JUNIPER, KALLAY'S COMPACT, CONTAINER, 2-FOOT SP.	22.000 EACH	.		.	
1180	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 02. HYDRANGEA, PANICLED 'LIMELIGHT', CONTAINER, 3-FOOT HT.	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1190	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 03. NINEBARK, 'DIABLO', CONTAINER, 3-FOOT HT.	6.000 EACH	.		.	
1200	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 04. NINEBARK, 'SUMMER WINE', CONTAINER, 3-FOOT HT.	15.000 EACH	.		.	
1210	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 05. ROSE, 'DWARF PAVEMENT', CONTAINER, 18-INCH HT.	24.000 EACH	.		.	
1220	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 06. SMOKEBUSH, PURPLE 'ROYAL PURPLE', CONTAINER, 4-FOOT HT.	3.000 EACH	.		.	
1230	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 07. SPIREA, 'GOLDFLAME', CONTAINER, 18-INCH HT.	48.000 EACH	.		.	
1240	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 08. SPIREA, 'TOR', CONTAINER, 18-INCH HT.	13.000 EACH	.		.	
1250	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 09. SUMAC, 'GRO-LOW' FRAGRANT, CONTAINER, 24-INCH SP.	36.000 EACH	.		.	
1260	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 10. SUMAC, STAGHORN 'TIGER EYES', CONTAINER, 2-FOOT HT.	5.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1270	632.9101 LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES	26.000 EACH	.		.	
1280	634.0614 POSTS WOOD 4X6-INCH X 14-FT	28.000 EACH	.		.	
1290	634.0616 POSTS WOOD 4X6-INCH X 16-FT	14.000 EACH	.		.	
1300	637.2210 SIGNS TYPE II REFLECTIVE H	327.300 SF	.		.	
1310	637.2230 SIGNS TYPE II REFLECTIVE F	52.500 SF	.		.	
1320	638.2602 REMOVING SIGNS TYPE II	23.000 EACH	.		.	
1330	638.3000 REMOVING SMALL SIGN SUPPORTS	17.000 EACH	.		.	
1340	643.0100 TRAFFIC CONTROL (PROJECT) 001. 9202-08-80	1.000 EACH	.		.	
1350	643.0300 TRAFFIC CONTROL DRUMS	12,272.000 DAY	.		.	
1360	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	2,092.000 DAY	.		.	
1370	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	4,631.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1380	643.0800 TRAFFIC CONTROL ARROW BOARDS	271.000 DAY	.		.	
1390	643.0900 TRAFFIC CONTROL SIGNS	5,487.000 DAY	.		.	
1400	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II	5.000 EACH	.		.	
1410	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	106.500 SF	.		.	
1420	643.1050 TRAFFIC CONTROL SIGNS PCMS	360.000 DAY	.		.	
1430	645.0120 GEOTEXTILE FABRIC TYPE HR	3.000 SY	.		.	
1440	646.0106 PAVEMENT MARKING EPOXY 4-INCH	2,060.000 LF	.		.	
1450	646.0123 PAVEMENT MARKING PAINT 8-INCH	43.000 LF	.		.	
1460	646.0600 REMOVING PAVEMENT MARKINGS	7,797.000 LF	.		.	
1470	646.0843.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 8-INCH	610.000 LF	.		.	
1480	647.0456 PAVEMENT MARKING CURB EPOXY	20.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1490	647.0606 PAVEMENT MARKING ISLAND NOSE EPOXY	2.000 EACH	.		.	
1500	647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH	120.000 LF	.		.	
1510	649.0100 TEMPORARY PAVEMENT MARKING 4-INCH	8,701.000 LF	.		.	
1520	649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH	3,132.000 LF	.		.	
1530	649.0900 TEMPORARY PAVEMENT MARKING STOP LINE 12-INCH	15.000 LF	.		.	
1540	649.1700 TEMPORARY PAVEMENT MARKING ARROWS	2.000 EACH	.		.	
1550	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	2,407.000 LF	.		.	
1560	652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	244.000 LF	.		.	
1570	653.0905 REMOVING PULL BOXES	1.000 EACH	.		.	
1580	654.0217 CONCRETE CONTROL CABINET BASES TYPE 9 SPECIAL	1.000 EACH	.		.	
1590	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	3,732.000 LF	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
1600	655.0615 ELECTRICAL WIRE LIGHTING 10 AWG	14,808.000 LF	.		.	
1610	655.0625 ELECTRICAL WIRE LIGHTING 6 AWG	9,574.000 LF	.		.	
1620	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 001. (CB 100)	LUMP	LUMP		.	
1630	690.0150 SAWING ASPHALT	1,300.000 LF	.		.	
1640	690.0250 SAWING CONCRETE	35.000 LF	.		.	
1650	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	2,144.000 DOL	1.00000		2144.00	
1660	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	1,200.000 HRS	5.00000		6000.00	
1670	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	600.000 HRS	5.00000		3000.00	
1680	SPV.0035 SPECIAL 003. TOPSOIL SPECIAL	211.000 CY	.		.	
1690	SPV.0035 SPECIAL 500. PLANTING MIXTURE	940.000 CY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1700	SPV.0045 SPECIAL 050. PCMS REMOTE COMMUNICATIONS	360.000 DAY	.		.	
1710	SPV.0060 SPECIAL 096. EMERGENCY SWEEPING MOBILIZATION	4.000 EACH	.		.	
1720	SPV.0060 SPECIAL 104. STORM SEWER PLUG	2.000 EACH	.		.	
1730	SPV.0060 SPECIAL 105. CONNECTION TO RESIDENTIAL SUMP	1.000 EACH	.		.	
1740	SPV.0060 SPECIAL 301. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS, TYPE 1	2.000 EACH	.		.	
1750	SPV.0060 SPECIAL 302. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS, TYPE 2	3.000 EACH	.		.	
1760	SPV.0060 SPECIAL 303. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS, TYPE 3	8.000 EACH	.		.	
1770	SPV.0060 SPECIAL 304. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS, TYPE 3R	4.000 EACH	.		.	
1780	SPV.0060 SPECIAL 305. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS, TYPE 6R	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1790	SPV.0060 SPECIAL 306. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC WORDS	9.000 EACH	.		.	
1800	SPV.0060 SPECIAL 351. LIGHTING CONTROL CABINET	1.000 EACH	.		.	
1810	SPV.0060 SPECIAL 352. CONCRETE BASE TYPE W	16.000 EACH	.		.	
1820	SPV.0060 SPECIAL 353. FIBERGLASS STREET LIGHT POLE - INSTALL ONLY	16.000 EACH	.		.	
1830	SPV.0060 SPECIAL 354. STREET LIGHT MAST ARM 10 FOOT - INSTALL ONLY	21.000 EACH	.		.	
1840	SPV.0060 SPECIAL 355. BOX STYLE LUMINAIRE LED - INSTALL ONLY	21.000 EACH	.		.	
1850	SPV.0060 SPECIAL 356. POLYMER CONCRETE PULLBOX	11.000 EACH	.		.	
1860	SPV.0060 SPECIAL 500. ASTER, 'PURPLE DOME', CONTAINER, 1 GAL.	32.000 EACH	.		.	
1870	SPV.0060 SPECIAL 501. BEE BALM, 'MARSHALL'S DELIGHT', CONTAINER, 1 GAL.	90.000 EACH	.		.	
1880	SPV.0060 SPECIAL 502. BLACK-EYED-SUSAN, 'CITY GARDEN', CONTAINER, 1 GAL.	131.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1890	SPV.0060 SPECIAL 503. BLUE FESCUE, 'ELIJAH BLUE', CONTAINER, 1 GAL.	99.000 EACH	.		.	
1900	SPV.0060 SPECIAL 504. CALAMINT, CONTAINER, 1 GAL.	88.000 EACH	.		.	
1910	SPV.0060 SPECIAL 505. CATMINT, 'WALKER'S LOW', CONTAINER, 1 GAL.	93.000 EACH	.		.	
1920	SPV.0060 SPECIAL 506. CONEFLOWER, PURPLE 'MAGNUS', CONTAINER, 1 GAL.	20.000 EACH	.		.	
1930	SPV.0060 SPECIAL 507. CONEFLOWER, 'WHITE SWAN', CONTAINER, 1 GAL.	42.000 EACH	.		.	
1940	SPV.0060 SPECIAL 508. DAYLILY, 'ALABAMA JUBILEE', CONTAINER, 1 GAL.	72.000 EACH	.		.	
1950	SPV.0060 SPECIAL 509. DAYLILY, 'FLAVA', CONTAINER, 1 GAL.	187.000 EACH	.		.	
1960	SPV.0060 SPECIAL 510. DAYLILY, 'PARDON ME', CONTAINER, 1 GAL.	197.000 EACH	.		.	
1970	SPV.0060 SPECIAL 511. FEATHER REED GRASS, 'KARL FORESTER', CONTAINER, 3 GAL.	101.000 EACH	.		.	
1980	SPV.0060 SPECIAL 512. GAYFEATHER, SPIKED 'KOBOLD', CONTAINER, 1 GAL.	45.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1990	SPV.0060 SPECIAL 513. LITTLE BLUESTEM, 'THE BLUES', CONTAINER, 1 GAL.	446.000 EACH	.		.	
2000	SPV.0060 SPECIAL 514. RUSSIAN SAGE, CONTAINER, 1 GAL.	9.000 EACH	.		.	
2010	SPV.0060 SPECIAL 515. SALVIA, 'MAY NIGHT', CONTAINER, 1 GAL.	87.000 EACH	.		.	
2020	SPV.0060 SPECIAL 516. SEDUMN, 'AUTUMN JOY', CONTAINER, 1 GAL.	47.000 EACH	.		.	
2030	SPV.0060 SPECIAL 517. SWITCH GRASS, 'NORTHWIND', CONTAINER, 3 GAL.	27.000 EACH	.		.	
2040	SPV.0060 SPECIAL 518. SWITCH GRASS, 'RUBY RIBBONS', CONTAINER, 3 GAL.	71.000 EACH	.		.	
2050	SPV.0060 SPECIAL 519. BULBS, DAFFODIL, 'STAINLESS', BULB, DN1	90.000 EACH	.		.	
2060	SPV.0060 SPECIAL 520. BULBS, TULIP, 'AMERICAN DREAM', BULB, 12+CM	45.000 EACH	.		.	
2070	SPV.0060 SPECIAL 521. BULBS, TULIP, 'JAAP GROOT', BULB, 12+CM	45.000 EACH	.		.	
2080	SPV.0075 SPECIAL 001. STREET SWEEPING	4.000 HRS	125.00000		500.00	

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			DOLLARS	CTS	DOLLARS	CTS
2090	SPV.0075 SPECIAL 002. EMERGENCY SWEEPING	4.000 HRS	.		.	
2100	SPV.0085 SPECIAL 150. FINE FESCUE SEED	86.000 LB	.		.	
2110	SPV.0090 SPECIAL 005. RAILING DECORATIVE STEEL	257.000 LF	.		.	
2120	SPV.0090 SPECIAL 300. PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE DIAG 12-INCH	30.000 LF	.		.	
2130	SPV.0090 SPECIAL 301. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC 8-INCH	211.000 LF	.		.	
2140	SPV.0090 SPECIAL 302. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC YIELD LINE 18-INCH	111.000 LF	.		.	
2150	SPV.0090 SPECIAL 303. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC CROSSWALK 6-INCH	189.000 LF	.		.	
2160	SPV.0090 SPECIAL 500. ALUMINUM EDGING	347.000 LF	.		.	
2170	SPV.0090 SPECIAL 501. SHOVEL CUT EDGE	185.000 LF	.		.	
2180	SPV.0105 SPECIAL 001. SURVEY PROJECT I.D. 9202-08-80	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
2190	SPV.0105 SPECIAL 002. SALVAGE TRAFFIC SIGNALS SPECIAL	LUMP	LUMP		.	
2200	SPV.0105 SPECIAL 005. CONCRETE PAVEMENT JOINT LAYOUT	LUMP	LUMP		.	
2210	SPV.0105 SPECIAL 951. OVERHEAD SIGN SUPPORT BLACK FINISH STRUCTURE S-05-0289	LUMP	LUMP		.	
2220	SPV.0105 SPECIAL 952. OVERHEAD SIGN SUPPORT BLACK FINISH STRUCTURE S-05-0290	LUMP	LUMP		.	
2230	SPV.0105 SPECIAL 953. OVERHEAD SIGN SUPPORT BLACK FINISH STRUCTURE S-05-0291	LUMP	LUMP		.	
2240	SPV.0165 SPECIAL 004. BERM ROCK WALL	SF 246.000	.		.	
2250	SPV.0180 SPECIAL 002. CONCRETE PAVEMENT SHES 9-INCH	SY 526.000	.		.	
2260	SPV.0180 SPECIAL 004. COLORED CONCRETE PAVEMENT HES 9-INCH	SY 17.000	.		.	
2270	SPV.0180 SPECIAL 005. COLORED CONCRETE PAVEMENT 9-INCH	SY 89.000	.		.	
2280	SPV.0180 SPECIAL 006. COLORED & STAMPED CONCRETE 5-INCH	SY 519.000	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2290	SPV.0180 SPECIAL 009. COLORED AND STAMPED CONCRETE HES 9-INCH	6.000 SY	.		.	
2300	SPV.0180 SPECIAL 010. COLORED AND STAMPED CONCRETE 9-INCH	32.000 SY	.		.	
2310	SPV.0180 SPECIAL 500. SHREDDED HARDWOOD BARK MULCH	1,256.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**