

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 6

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Rock	5990-00-84	WISC 2014 296	City of Janesville, Jackson Street Rock River Bridge B-53-0287	Local Street

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due  Date: August 12, 2014 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time  July 2, 2015	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal  DISC %	This contract is exempt from federal oversight.

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

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

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

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

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

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

Notary Seal

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

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

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

## For Department Use Only

Type of Work Grading, base aggregate, HMA pavement, pavement marking, permanent signing, storm sewer, concrete curb and gutter, concrete sidewalk, retaining wall, landscaping, street lighting, permanent signing, pavement marking, Structure B-53-0287	Date Guaranty Returned
Notice of Award Dated	

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A General

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

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

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

#### B Submitting Electronic Bids

##### B.1 On the Internet

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

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at <http://www.dot.wisconsin.gov/business/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. General.**

Perform the work under this construction contract for Project 5990-00-84, City of Janesville, Jackson Street, Rock River Bridge B-53-0287, Local Street, Rock County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2014 Edition, as published by the department, and these special provisions.

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

100-005 (20130615)

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

The work under this contract shall consist of grading, base aggregate, HMA pavement, storm sewer, concrete curb and gutter, concrete sidewalk, retaining wall, landscaping, street lighting, permanent signing, pavement marking, Structure B-53-0287 and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

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

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

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

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

The engineer will issue the notice to proceed by September 22, 2014 contingent upon contract approval and execution.

The City of Janesville owns the parcel of land located at the southeast corner of the bridge. Contact Matt McGrath, City of Janesville at (608) 755-3165 to discuss permission to utilize this property for staging and additional access to the project.

Construction equipment will not be allowed to exceed an elevation higher than 934 to avoid conflicts with airspace of the Southern Wisconsin Regional Airport.

Settling basins are not allowed within the limits of 803 and 809 Jackson Street.

### **General**

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

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

Provide work area access for City of Janesville utility work as noted in the Utility special provision sections.

### **Fish Spawning**

There shall be no in-stream disturbance of the Rock River a result of construction activity under or for this contract from, April 1 and September 30 both dates inclusive, in order to avoid adverse impacts upon the spawning of walleye.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

There are no timeline restrictions on the use of barges throughout the duration of construction.

In stream disturbance is considered to be removal of the existing bridge, existing piers and construction of new piers.

### **Migratory Birds**

Swallow and other migratory birds' nests have been observed on or under the existing bridge. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established, or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure Over Waterway with Minimal Debris.

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

Jackson Street, within the project limits shall be closed to through traffic. A detour route shall be posted as part of the project. The detour route will be West Delavan Drive to Beloit Avenue to South Main Street to West Racine Street.

Notify the City of Janesville Police Department, Fire Department, Janesville Transit System, and the Post Office a minimum of 14 calendar days prior to closing Jackson Street. All Project traffic control shall be in place by 7:00 AM on October 6, 2014.

Stage the Jackson Street and Riverside Street intersection to provide access for property owners on Riverside Street east of the intersection. Maintain ADA access for pedestrians and bikes through the intersection and path area. Existing curb ramps can be removed at any time as long as a Temporary Crosswalk Access is constructed and maintained.

Maintain an accessible route for emergency vehicles at all times through the Riverside Street project limits. Provide local traffic vehicle access on a paved or compacted aggregate base course surface of 10' minimum width for emergency vehicles, delivery vehicles, and refuse haulers. Use appropriate traffic control devices, including traffic control drums, warning lights, and barricades to delineate the access and protect the remainder of the worksite.

#### **5. Utilities.**

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

There are underground and overhead facilities located within the project limits. There are known utility adjustments required for the construction project as noted below. Contractor shall coordinate construction activities with Diggers Hotline and shall directly contact the utilities, which have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Bidders are advised to contact each utility company listed in the plans, prior to preparing their bids, to obtain current information on the status of any utility relocation work stated herein.

**Alliant Energy (gas)** has buried gas mains throughout the project limits. An existing 8” high-pressure gas main runs north/south along the western sidewalk from Delavan Drive and continues north beyond Riverside Street. The existing 8” steel high-pressure main (125 psi) crosses the Rock River and is located within the existing bridge deck structure on the west side.

A 2” steel gas main crosses Jackson Street at Station 14+00 and it extends east and west along Riverside Street in the north terrace. A gas lateral crosses Jackson Street at Station 15+25 and is outside of the project limits.

Abandoned gas laterals exist at 803, 809, and 921 Jackson Street. They were not located during the Digger’s Locate. Approximate locations are shown on the plans. If a gas lateral is encountered, the contractor shall contact Alliant to verify that this lateral has been properly abandoned before proceeding with excavation or disturbance of the lateral.

Prior to the start of construction, Alliant Energy will shut down, purge, and abandon the existing gas main between Station 6+30 to Station 13+40. Alliant Energy will cut and cap the main. Prior to removal of the existing bridge, the contractor shall expose the cut and capped ends of the abandoned gas main off each end of the bridge. A representative from Alliant Energy will be on-site to verify that the gas main is properly abandoned. Provide Alliant Energy with a minimum 72-hour notice.

Prior to the start of construction, a new 8” high-pressure steel gas main will be bored beneath the Rock River to create a new river crossing. The new gas main will cross the river diagonally starting approximately 190’ west of the south end of the bridge to the north side of the river at approximately 250’ west of the north end of the bridge. From the north shoreline of the river, the gas main will be installed to the south curb line of Riverside Street. From there it will be installed to the east along the south curb line of Riverside Street (approximately 5’ south of curb line) to connect into the existing gas main near Station 13+40, LT. Off the south end of the bridge, the new gas main is expected to connect to the existing gas main near Station 6+30, LT.

The new gas main will cross beneath the proposed storm sewer between Structures 2.0 and 2.4. The new gas main will be installed at a depth that will provide a minimum 2-foot vertical clearance between the bottom of the storm sewer pipe and the top of the gas main.

There is a conflict with the existing 2” gas main where it crosses the proposed storm sewer at Station 14+02. Prior to October 1, 2014, Alliant will abandon in-place the existing 2” gas main at Station 14+02 and a new gas main crossing Jackson Street will be installed beyond the project limits near Station 15+00.

Alliant will provide an on-site representative during Utility Line Openings (ULO’s) to expose gas main where needed and where excavation is expected to be within a horizontal distance of 10 feet from the existing gas main. Provide Alliant with a minimum 72-hour notice prior to digging in order to provide the representative.

**Alliant Energy (electric and lighting)** has overhead lines that run north/south along the western sidewalk of Jackson Street from Delavan Drive to Riverside Street. The overhead lines span the Rock River along the west side of the existing structure. Additionally Alliant has overhead lines that run east/west along the north terrace of Riverside Street. The overhead lines cross Jackson Street at Station 13+95.

The overhead lines crossing the river consist of an upper and lower 3-phase circuit (3 upper lines + 3 lower lines + 1 neutral).

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

<b>Location:</b>	<b>Action:</b>
Station 8+00, 39' LT to Station 12+05, 33' LT, Bridge west side.	<p>Alliant will remove all lines between the utility poles at Station 8+00, 39' LT and Station 12+05, 33' LT prior to October 1, 2014.</p> <p>Alliant plans to install the upper three-phase (3 lines + 1 neutral) circuit starting May 16, 2015 and leave it de-energized for the duration of construction, except in the event that the downtown main feed line becomes out of service due to some unforeseen event, this redundant source will need to be temporarily re-energized for a short duration (up to 3 consecutive days) until the power from the main feed can be restored. The upper circuit is the only redundant power source to the city's downtown area. No planned outages are scheduled for the main feed during construction.</p> <p>Alliant will need two consecutive non-weekend working days to re-install the upper circuit (3 lines + 1 neutral). Provide a minimum 12' wide path (east of the west sidewalk) along the west side of the bridge to allow Alliant to pull their wires (total of four) across the bridge with a single-unit truck.</p> <p>All other lines on this route will remain off the poles through the duration of construction.</p> <p>Alliant will need space to park work trucks and trailers on the west side of Jackson Street, off the bridge, near the utility poles on the southwest and northwest corners of the bridge.</p> <p>Utility poles at Station 8+00, 39' LT and Station 12+05, 33' LT will need to remain in place during construction.</p>

<b>Location:</b>	<b>Action:</b>
Station 5+73, 40' LT	Prior to October 1, 2014, Alliant will install two guy anchors approximately 24' and 30' north of the utility pole located at Station 5+73, 40' LT. These will serve as extra support while other overhead lines across the river are removed. Anchors will remain in place for the duration of construction.
Station 5+73, 40' LT and Station 8+00, 39' LT	Overhead lines between utility poles at Station 5+73, 40' LT and Station 8+00, 39' LT will remain in place and will be de-energized from October 1, 2014 through the duration of the project except in the event that the downtown main feed line becomes out of service due to some unforeseen events, this redundant source will need to be temporarily re-energized for a short duration (up to 3 consecutive days) until the power from the main feed can be restored.
Station 12+05, 33' LT to Station 14+12, 23' LT	Overhead lines between utility poles at Station 12+05, 33' LT and Station 14+12, 23' LT will remain in place and will be de-energized from October 1, 2014 through the duration of the project, except in the event that the downtown main feed line becomes out of service due to some unforeseen events, this redundant source will need to be temporarily re-energized for a short duration (up to 3 consecutive days) until the power from the main feed can be restored.
Station 12+30, 34' LT and Station 12+37, 34' LT	Alliant will add extensions to the utility guy anchors at Station 12+30, 34' LT and Station 12+37, 34' LT due to the grade raise.
Station 12+77, 26' LT	Prior to October, 1 2014, Alliant will relocate the pole at Station 12+77, 26' LT to Station 12+82, 23.5' LT (center of the proposed terrace). Two guy anchors will be installed approximately 24' and 30' south of the pole in the terrace. These will serve as extra support while other overhead lines across the river are removed. Anchors will remain in place for the duration of construction.
Station 13+95, 35' RT	Prior to October 1, 2014, Alliant will relocate the pole at Station 13+95, 35' RT to the east to be located outside the proposed sidewalk ramp.

There are existing street lights attached to Alliant's poles at Station 4+75, LT, Station 8+00, LT, Station 12+05, LT, and Station 14+12, LT. Street lights at Station 8+00, LT and Station 12+05, LT will be out-of-service prior to October 1, 2014. These lights will be removed by Alliant.

Alliant will install an electrical service from the utility pole at Station 6+75, 40' LT to the proposed meter breaker pedestal at Station 7+00, 50' LT. The contractor is responsible for connecting the service to the meter breaker pedestal (Alliant will not make the connection). This meter breaker pedestal will provide power for the street lights and underdeck lighting on the bridge. An application for this service has been submitted to

Alliant by the city. Provide a minimum 30 day notice to Alliant for installation of this service.

**AT&T (telecommunications)** has overhead lines off the south end of the bridge that run along the western sidewalk of Jackson Street from Delavan Drive to the utility pole at Station 6+75, 40' LT. There is an overhead crossing of Jackson Street at Station 6+75. AT&T's overhead lines do not cross the Rock River along Jackson Street.

Overhead lines are located on the north end of the project along the west sidewalk of Jackson Street from the utility pole at Station 13+34, 26' LT to the north towards Rockport Road. Additionally AT&T has overhead lines that run east/west along the north terrace of Riverside Street.

The following table provides the actions that AT&T will take where the work conflicts with AT&T's facilities.

<b>Location:</b>	<b>Action:</b>
Station 3+75, 39' LT to Station 6+75, 40' LT.	Prior to October 1, 2014, AT&T will remove their overhead lines between the poles at Station 3+75, 39' LT and Station 6+75, 40' LT.
Station 6+75	Prior to October 1, 2014, AT&T will remove the overhead crossing at Station 6+75.
Station 6+80, 50' RT	Prior to October 1, 2014, AT&T will remove the pole at Station 6+80, 50' RT.
Station 13+34, 26' LT to Station 14+12, 23' LT	Prior to October 1, 2014, AT&T's overhead line will be removed between the poles at Station 13+34, 26' LT and Station 14+12, 23' LT.
Station 13+34, 26' LT	Prior to October 1, 2014, AT&T will remove the pole located at Station 13+34, 26' LT. The pole will conflict with the proposed sidewalk ramp.
Station 14+00 to Rockport Road	Prior to October 1, 2014, AT&T's overhead lines will be removed and new facilities will be installed beneath the west sidewalk of Jackson Street from the northwest quadrant of Jackson St and Riverside Street to the southwest quadrant of Jackson St and Rockport Road.
Station 14+00, 115' LT to Station 14+00, 90' RT	Prior to October 1, 2014, AT&T's overhead lines will be removed and new facilities will be installed beneath the north sidewalk of Riverside Street from Station 14+00, 115' LT to Station 14+00, 90' RT.
Station 14+12	Prior to October 1, 2014, AT&T will install a utility crossing beneath the road at Station 14+12. AT&T will install their lines to provide a minimum 6-inch vertical clearance between the top of the proposed storm sewer and the bottom of AT&T's lines.



**Charter Communications (cable TV)** has overhead lines that run north/south along the western sidewalk of Jackson Street from Delavan Drive to Riverside Street. The overhead lines span the Rock River along the west side of the existing structure. Additionally Charter has overhead lines that run east/west along the north terrace of Riverside Street. The overhead lines cross Jackson Street at Station 13+95. All overhead utilities are on Alliant's poles.

The following table provides the actions that Charter will take where the work conflicts with Charter's facilities.

<b>Location:</b>	<b>Action:</b>
Station 3+75, 39' LT to Station 8+00, 39' LT	Prior to October 1, 2014, Charter will remove their overhead lines between the utility pole at Station 3+75, 39' LT and Station 8+00, 39' LT. These lines will remain down for the duration of construction.
Station 8+00, 39' LT to Station 12+05, 33' LT	Charter will remove their overhead lines between utility poles at Station 8+00, 39' LT and 12+05, 33' LT prior to October 1, 2014. Charter will be relocating this line to another location within the City of Janesville so their overhead line will not be re-installed across the river.
Station 12+05, 33' LT to Station 12+77, 26' LT	Prior to October 1, 2014, Charter will remove their overhead lines between the utility poles at Station 12+05, 33' LT and Station 12+77, 26' LT. These lines will remain down for the duration of construction.

For any of Charter's facilities to remain within the project, Charter will coordinate with Alliant to relocate their facilities to Alliant's poles prior to October 1, 2014.

#### **City of Janesville (Sanitary Sewer)**

An 8-inch sanitary sewer main runs north under Jackson Street from Delavan Drive to a manhole located at Station 7+50, 6' RT.

Beginning at a sanitary sewer manhole located at Station 12+25, an 8-inch main runs north under Jackson Street across Riverside Street to a manhole located at Station 13+70, then continues toward Rockport Road. Additionally, an 8 inch sanitary sewer main runs east and west under Riverside Street.

The sanitary sewer does not cross the river.

City of Janesville has a contract for completing sanitary sewer construction. This work will begin on October 6, 2014. Provide the required area for the city to complete this work.

The following table provides the actions that the City of Janesville will take during the project where the work conflicts with their facilities:

<b>Location:</b>	<b>Action:</b>
Station 3+75 to Station 7+50	<p>The city will be completing sanitary sewer work which will include abandoning existing sanitary sewer laterals.</p> <p>This work off the south end of the bridge will begin on approximately October 6, 2014 and will be completed within 7 days, weather permitting. During this time, the city and/or its private contractor, will occupy Jackson Street between the west right-of-way and the east right-of-way from approximately Station 5+00 to the south end of the existing bridge.</p> <p>The manhole at Station 7+50, 6' RT will be monoformed (lined).</p> <p>From approximately October 13, 2014 through approximately October 17, 2014, the city and/or its private contractor will complete work between Delavan Drive and Station 5+00. During this time, the city will stage construction in order to maintain access to the south end of the bridge.</p>
Station 7+50	<p>Prior to installing base course in 2015, the city's contractor will be onsite to adjust the sanitary manhole to the finish roadway elevation. Allow the contractor up to 3 days to complete this work. Provide the city with a minimum 7 day advanced notice prior to needing the manhole adjusted to finish grade. This work will be completed at the same time as the water manhole adjustment at Station 12+15, RT.</p>
Station 12+25 to Station 13+70	<p>The sanitary sewer between the manholes at Station 12+25 and Station 13+70 will be abandoned. Abandoning the sanitary sewer consist of plugging the south invert of the manhole at Station 13+70 and filling the sanitary sewer pipe with slurry. The manhole at Station 12+25 will be backfilled with slurry and the upper portion of the manhole will be removed 2' to 3' below the existing grade.</p>

All open cuts within the project limits will be backfilled by the city with crushed limestone to match the adjacent asphalt surface. The city will not complete pavement restoration within the project limits. Open cuts beyond the project limits will be permanently patched with asphalt by the city.

A Utility line opening (ULO) is provided to expose the sanitary sewer prior to construction.

**City of Janesville (Water main)**

Parallel water mains (8-inch and 16-inch) are located along Jackson Street from Delavan Drive to approximately Station 7+75 where two valve manholes exist. The two mains connect to an 18-inch water main and crosses the river 20 to 30 feet west of the existing bridge. The water main pipe that crosses the river is contained within a steel casing pipe. The water main crossing will remain in place and will remain in service during construction.

After crossing the river it bends back into Jackson Street at Station 12+15 where it crosses to the east side of Jackson Street. From there it runs north to the intersection with Riverside Street. At Riverside Street, parallel mains (8-inch and 16-inch) run north along Jackson Street. At Riverside Street there is a 4-inch main on the west leg and a 6-inch main on the east leg.

Water valve manholes are located at Station 7+70, RT; Station 7+75, LT; Station 12+15, RT; Station 13+82, RT; and Station 13+86, LT.

Fire hydrants are located at Station 4+43, LT; Station 12+20, LT; and Station 14+05, RT.

There are existing water services and curb stop boxes located at Station 13+08, RT and Station 14+21, RT.

There is an abandoned water main (18-inch) that crosses the river located 10' to 15' east of the existing bridge. The abandoned water main bends back into Jackson Street and is expected that it is capped beneath the pavement on both ends of the bridge.

City of Janesville has a contract for completing water main construction. This work will begin on approximately October 6, 2014. Provide the required area for the city to complete this work.

The following table provides the actions that the City of Janesville will take where the work conflicts with their facilities:

<b>Location:</b>	<b>Action:</b>
Station 7+50 to Station 8+00	<p>Starting approximately October 6, 2014 the city, and/or its private contractor, will be relocating the two water valve manholes at Station 7+70 and Station 7+75 as well as the 18-inch water main that runs perpendicular to the roadway centerline at Station 7+85. The city will be relocating these utilities to the south so that the water main is not located beneath the proposed bridge wing wall. The 2'x4' valve manhole at Station 7+70, RT will be relocated outside of the pavement limits to the west of the west sidewalk. The valve manhole at Station 7+75, LT will be relocated to Station 7+50, LT. The city will install the new manhole at Station 7+50, LT to the existing road elevation and the city's contractor will be back in 2015, prior to base course installation to adjust the manhole to the finish grade. Provide the city with a 7 day advanced notice prior to needing this manhole adjusted to finish grade.</p> <p>This work will be completed within 7 days, weather permitting.</p> <p>During this time, the city will occupy Jackson Street from the west right-of-way to the east right-of-way from approximately Station 5+00 to the south end of the existing bridge.</p>
Station 12+15, RT	<p>Prior to installing base course in 2015, the city's contractor will be onsite to adjust the water manhole to the finish roadway elevation. Allow the contractor up to 3 days to complete this work. Provide the city with a minimum 7 day advanced notice prior to needing the manhole adjusted to finish grade. This work will be completed at the same time as the water manhole adjustment at Station 12+15, RT.</p>
Station 12+20, LT	<p>Starting approximately October 15, 2014, the city, and/or its private contractor, will be removing the hydrant at Station 12+20, LT.</p> <p>This work will be completed within 2 days.</p> <p>During this time, the city will occupy Jackson Street from the west right-of-way to the east right-of-way from Station 12+00 to Station 14+50.</p>

<b>Location:</b>	<b>Action:</b>
Station 13+08, RT	<p>Starting approximately October 15, 2014, the city will abandon the water service at Station 13+08, RT. The curb stop will be removed and the service will be abandoned near the main line.</p> <p>This work will be completed within 2 days.</p> <p>During this time, the city will occupy Jackson Street from the west right-of-way to the east right-of-way from Station 12+00 to Station 14+50.</p>
Station 13+83	<p>Starting approximately October 15, 2014, the city will be replacing the existing 4-inch water main with a 6-inch water main from approximately Station 13+83, 90' LT to the water valve manhole at Station 13+83, 11' RT. The city will also replace the water valve manhole at Station 13+83, 33' LT.</p> <p>This work will be completed within 2 days.</p> <p>During this time, the city will occupy Jackson Street from the west right-of-way to the east right-of-way from Station 13+00 to Station 14+50. Additionally the city will occupy the west leg of Riverside Street from 0' to 150' left of the Jackson Street centerline.</p>

All open cuts within the project limits will be backfilled by the city with crushed limestone to match the adjacent asphalt surface. The city will not complete pavement restoration within the project limits. Open cuts beyond the project limits will be permanently patched with asphalt by the city.

Provide 4" thick x 4' wide insulation over the water main pipe where it crosses beneath the multi-use path and retaining wall.

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

*Supplement standard spec 107.19 with the following:*

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

Place buoys and bridge work ahead signs as detailed in the plans. The cost of these items is included in the bid item "Traffic Control". A copy of the Waterway Marker permit is available from the regional office by contacting Scott LaCoursiere at (608) 243-6471. Contact DNR Warden Catherina Nooyen at (608) 275-3253 if the waterway markers are to stay in place beyond August 31, 2015.

## **7. 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 Scott LaCoursiere at (608) 243-6471.  
107-054 (20080901)

## **8. 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 invested 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)

## **9. Erosion Control Structures.**

Within seven calendar days after the commencement of work on the bridge superstructure, place all permanent erosion control devices, including riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer. These devices shall be in place in the area under the bridge and on both sides of the roadway, from the waterway to a point 100-feet behind the back wall of the abutment. Within said limits, place these devices to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as directed by the engineer. Prior to initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as shown on the plans, and remove them after the permanent erosion control devices are in place unless directed otherwise by the engineer.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

107-070 (20030820)

At the abutments, place the stream bank riprap heavy up to elevation 761.5.

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

John Roelke, License Number AII-119523, inspected Structure P-53-0727 for asbestos on May 31, 2012. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Scott LaCoursiere (608) 243-6471.

In accordance to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Scott LaCoursiere (608) 243-6471 and DOT BTS-ESS Attn: Hazardous Materials Specialist PO Box 7965,

Madison, WI, 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure P-53-0727, S. Jackson Street over Rock River
- Site Address: Section 1, T2N, R12E
- Ownership Information: City of Janesville, 18 N. Jackson Street, Janesville, WI 53547
- Contact: Scott LaCoursiere
- Phone: (608) 243-6471
- Age: 96 years old. This structure was constructed in 1918.
- Area: 21,065 SF of deck

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

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

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that lead and PAH impacted soils is present at the following site(s) located at the 907 and 921 South Jackson Street (formerly 915 South Jackson Street) property:

1. Station 6+00 to 8+00 from 33 feet Rt of centerline to 120 feet Rt of centerline and anticipated at a depths of approximately 6 feet below grade.

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

The Hazardous Materials Report is available by contacting:

Name:	Scott LaCoursiere
Address:	5100 Eastpark Boulevard, Suite 200 Madison, WI 53718
Email:	SLaCoursiere@otie.com
Phone:	(608) 243-6471
Mobile:	(608) 220-2171

107-100 (20050901)



The adjacent properties at 907 and 921 South Jackson Street (formerly 915 South Jackson Street) has been identified with residual soil and ground water contamination, specifically lead and PAH impacted soil. The property has an existing Cap Maintenance Requirement that requires notification of the WDNR if excavation occurs on the property. In the event that excavation may occur on this property, notify the engineer prior to proceeding to confirm the requirements have been satisfied.

Control construction operations at 907 and 921 South Jackson Street (formerly 915 South Jackson Street) to ensure that they do not extend beyond the excavation limits indicated on the plans. If contaminated soils are encountered near this property or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

## **12. Hauling Restrictions.**

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

## **13. Dust Abatement.**

*Supplement standard spec 104.6.1 with the following;*

Dry brooming of the pavement will not be allowed.

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

## **14. Preservation of Existing Trees.**

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

### **Preconstruction Pruning**

Trees larger than 10 inches diameter at breast height (DBH) will be pruned by the city to an approximate height of 14 feet above the road wherever construction equipment is expected to invade the tree crown. Pruning will be done according to ANSI A300 tree pruning specifications. Occasionally a limb may have to remain at height less than 15 feet above the roadway. Note these instances and employ methods to protect the limb.

**Excavations**

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

**Underground Utility Excavation and Installation**

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

**Curb and Gutter Removal and Replacement**

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

**Sidewalk Removal and Replacement**

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

**Terrace Restoration**

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

**Damages**

Failure to follow the proper safeguards of this specification will result in the following cost recovery charges and liquidated damages assessed against the contractor:

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

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

For bark scraping and broken branches:

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

For root cutting or excavation within the root protection zone:

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

## **15. Public Convenience and Safety.**

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

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

## **16. Removing Old Structure Over Waterway With Minimal Debris Station 10+00, Item 203.0600.S.01.**

Conform to standard spec 203 as modified in this special provision.

*Add the following to standard spec 203:*

### **203.3.6 Removals Over Waterways and Wetlands**

#### **203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris**

- (1) Remove the existing Structure P-53-0727 over the Rock River in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
  - Methods and schedule to remove the structure.
  - Methods to control potentially harmful environmental impacts.
  - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
  - Methods to control dust and contain slurry.
  - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
  - Methods for cleaning the waterway or wetlands.

- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

*Add the following Removing Old Structure bid item to standard spec 203.5.1:*

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.01	Removing Old Structure Over Waterway With Minimal Debris Station 10+00	LS
203-020 (20080902)		

The existing storm sewer, on the north approach, outlets through the existing north abutment. During the removal and construction of the north abutment, provide a temporary outlet for the storm sewer until the proposed storm sewer is completed. The work for this temporary storm sewer is included in the bid item Removing Old Structure over Waterway with Minimal Debris, Station 10+00.

## **17. Excavation Common.**

As noted on the plans, at the northeast corner of the bridge there are six abandoned monitoring wells. The monitoring wells are abandoned to 30 inches below the existing ground elevation per NR 141.25. If a monitoring well is encountered during excavation, abandon the monitoring well to 30 inches below the finish grade. The abandoned of these monitoring wells to depth of excavation is included in the bid item "Excavation Common".

As noted on the plans, along the east side of the bridge there are an abandoned watermain. If the abandoned water main is encountered during construction, the contractor shall cut and cap the main and remove the section that conflicts with construction. This work shall be included in the bid item "Excavation Common."

## **18. QMP Base Aggregate.**

### **A Description**

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

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

- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  1. Production and placement control and inspection.
  2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

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

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

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

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

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

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

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

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.

4. Department verification testing is optional for quantities of 6000 tons or less.

- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

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

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

### **B.2 Personnel**

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

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

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

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

### **B.3 Laboratory**

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:  
Materials Management Section  
3502 Kinsman Blvd.  
Madison, WI 53704  
Telephone: (608) 246-5388  
<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

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

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

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

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

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

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

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

## **B.5 Contractor Testing**

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

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:  
Gradation..... AASHTO T 27  
Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:



1. Control limits are at the upper and lower specification limits.
2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

### **B.6.2 Fracture**

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

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

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

## **B.7 Corrective Action**

### **B.7.1 General**

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

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

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  2. For fracture, increase the QC testing frequency to at least one test per gradation test.

- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
  1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
  2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
  3. The fracture control limit is exceeded by more than 10.0 percent.

## **B.8 Department Testing**

### **B.8.1 General**

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

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

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

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  1. One non-random test on the first day of placement.
  2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.

- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

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

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
  1. Split sample testing.
  2. Proficiency sample testing.
  3. Witnessing sampling and testing.
  4. Test equipment calibration checks.
  5. Reviewing required worksheets and control charts.
  6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

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

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

**C (Vacant)**

**D (Vacant)**

**E Payment**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20100709)

**19. Pier Construction.**

Determine the method of construction, and observe the following conditions:

1. If a cofferdam is used, build the cofferdam of non-erodible material.
2. Concrete poured under water will be allowed; pour the concrete according to standard spec 502.3.5.3. Ensure that the forms are tight to prevent leakage of concrete into the stream. Treat all displaced water by filtration, settling basin, or other means sufficient to reduce the cement content before discharging the water into the stream.
3. Excavated material from the stream may be utilized in the fill slopes so long as it is covered with other suitable material to prevent it from eroding back into the stream.

502-010 (20050502)

## 20. Expansion Device, B-53-0287.

### A Description

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

### B Materials

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

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

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

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

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

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

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

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

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements.

502-020 (20110615)

## **21. Storm Sewer.**

The existing storm sewer, on the north approach, outlets through the existing north abutment. During the removal and construction of the north abutment, provide a temporary outlet for the storm sewer until the proposed storm sewer is completed. The work for this temporary storm sewer is included in the bid item Removing Old Structure over Waterway with Minimal Debris, Station 10+00.

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

### **A Description**

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

### **B Materials**

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

### **C (Vacant)**

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

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

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

611-006 (20030820)

## **23. Pipe Grates, Item 611.9800.S.**

### **A Description**

This special provision describes furnishing and installing pipe grates on the ends of pipes as shown in the plans, and as hereinafter provided.

**B Materials**

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

**C Construction**

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged in accordance to the requirements of AASHTO M36M.

**D Measurement**

The department will measure Pipe Grates in units of work, where one unit is one grate, 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
611.9800.S	Pipe Grates	Each

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.

611-010 (20030820)

**24. Pipe Underdrain Wrapped 6-Inch.**

Include installation of Rodent Shields on the ends of the pipe underdrain in the bid item Pipe Underdrain Wrapped 6-Inch, Item 612.0406.

**25. Insulation Board Polystyrene, 4-Inch, Item 612.0902.S.01.****A Description**

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

**B Materials**

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

Delete flammability requirement.

**B.1 Certification**

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

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

The department will measure Insulation Board Polystyrene (size) by area in square yards of work, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
612.0902.S.01	Insulation Board Polystyrene 4-Inch	SY

Payment is full compensation for furnishing all excavation; and for furnishing and placing the insulation board.

612-005 (20030820)

**26. Fence Safety, Item 616.0700.S.****A Description**

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

**B Materials**

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

Furnish fence fabric meeting the following requirements.

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

**C Construction**

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

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



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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

616-030 (20070510)

**27. Landscape Planting Surveillance and Care Cycles.**

The plant establishment period shall be through the 2016 growing season as defined by standard spec 632.3.18.1.3.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$200 for damages to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

632-005 (20070510)

**28. Removing Signs Type II and Removing Small Sign Supports.**

Salvage existing signs and supports for the City of Janesville. Carefully remove and stockpile the signs and supports. Contact Matt McGrath, City of Janesville at (608) 755-3165 to schedule the city to pick up the items. The contractor is responsible for the disposal of signs and supports the city does not pick up.

**29. Crack and Damage Survey, Item 999.1500.S.**

**A Description**

This special provision describes conducting a crack and damage survey of the residences located at 207, 209, 213, and 217 Riverside Street.

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

## **B (Vacant)**

### **C Construction**

Prior to any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The intent of the written report and photographs is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be typed on bond paper and be in text form.

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

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

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

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

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

### **D Measurement**

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

### **E Payment**

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

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

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

999-010 (20130615)

### **30. Topsoil Special, Item SPV.0035.01.**

#### **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.

#### **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 standard spec 205.3.12. Place Topsoil Special in accordance to standard spec 625 in locations shown on the plans, and to a minimum depth of 24 inches. Provide a minimum area of 8 feet by 8 feet for each tree. No Topsoil Special is required for trees plan ted in designated planting beds where Planting Mixture Special is specified.

#### **D Measurement**

The department will measure Topsoil Special by the cubic yard of excavated material acceptably removed in accordance to standard spec 205.4.1 and acceptably replaced with topsoil in accordance to standard spec 625.4.1(3).

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Topsoil Special	CY

Payment is full compensation for 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 excavating, loading, and hauling.

### **31. Planting Mixture, Item SPV.0035. 02.**

#### **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 supervising 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 specs 625 and 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 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 for specialized perennial beds as indicated in the plans.

Obtain approval of Planting Mixture depths, locations, and elevations by supervising 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.0035.02	Planting Mixture	CY

Payment is full compensation for excavating existing material out, and for furnishing and installing all materials.

## **32. Temporary Crosswalk Access, Item SPV.0045.01.**

### **A Description**

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

### **B Materials**

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

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

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

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

### **C Construction**

#### **C.1 Crosswalk**

Install, maintain, move, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans and as directed by the engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). Install safety fence along both sides of the temporary crosswalk when the temporary crosswalk crosses the work zone. Safety fence is not required for temporary crosswalks across side streets when the crosswalk access is outside the work zone. Provide a gap in the safety fence as necessary to provide access for construction vehicles across the temporary crosswalk. The maximum width of the gap shall be 18 feet. Reconstruct Temporary Crosswalk Access when disturbed by construction operations or utility trenches.

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

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

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

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

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

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

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

## **D Measurement**

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

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Temporary Crosswalk Access	Day

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

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

### **A Description**

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

## **B (Vacant)**

### **C Construction**

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

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

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

### **D Measurement**

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

### **E Payment**

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

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

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

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

## **34. Adjusting Manhole Covers Special, Item SPV.0060.02.**

### **A Description**

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

## **B Materials**

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

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

The existing manhole covers will be picked up by the city.

## **C Construction**

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

*Revise 611.3.7 by deleting the last paragraph.*

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

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

## **D Measurement**

The department will measure Adjusting Manhole Covers Special by each individual unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Adjusting Manhole Covers Special	Each

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



### **35. Manhole Cover Type Special Logo, Item SPV.0060.03.**

#### **A Description**

This special provision describes furnishing and installing logo manhole covers.

#### **B Materials**

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

#### **C Construction**

Install manhole covers in accordance to standard spec 611.3.

#### **D Measurement**

The department will measure Manhole Cover Type Special Logo by each individual unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Manhole Cover Type Special Logo	Each

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

### **36. Inlet Cover Type H Special Logo, Item SPV.0060.04.**

#### **A Description**

This special provision describes furnishing and installing logo inlet covers.

#### **B Materials**

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

#### **C Construction**

Install inlet covers in accordance to standard spec 611.3.

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Inlet Cover Type H Special Logo	Each

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

**37. Perennials, Daylily (Happy Returns), CG, 1 Gal, Item SPV.0060.05, Perennials, Nepeta (Walkers Low), CG, 1 Gal, Item SPV.0060.06.**

**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.

**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 complete 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.0060.05	Perennials, Daylily (Happy Returns), CG, 1 Gal.	Each
SPV.0060.06	Perennials, Nepeta (Walkers Low), CG, 1 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 Planting Mixture Special.

**38. Moving Park Sign and Supports, Item SPV 0060.07.****A Description**

This special provision includes salvaging and relocating the park sign and supports as shown on the plans and in accordance to standard spec 638 as hereinafter provided.

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

Salvage and relocate the park sign and supports located at Station 13+00, 55' LT to the location shown on the plans per standard spec 638. The sign and supports shall be set to the finish ground elevation.

**D Measurement**

The department will measure Moving Park Sign and Supports 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.0060.07	Moving Park Sign and Supports	Each

Payment for Moving Park Signs and Supports bid item is full compensation for salvaging and relocating the park sign and supports, and all materials.

**39. Luminaires Underdeck, Item SPV 0060.08.****A Description**

This special provision includes furnishing and installing Luminaires Underdeck as shown on the plans and in accordance to standard spec 659 as hereinafter provided. Work includes installing light fixture and aluminum back box, and all incidentals.

**B Materials**

Furnish the following light fixture:

Fixture: Luminaire LED Swoop Series SWP610  
LED: 14W HP  
Color Temp: 4,000K  
Driver: 120-277V  
Color: Black

Provide a die cast marine grade aluminum base plate.

Model number for the fixture: SWP610-14W-HP-CAB

**C Construction**

Install the light fixture as recommended by the manufacturer and in locations shown on the plans.

Provide separate circuits for the underdeck luminaires at the north abutment and at the south abutment (two circuits). These circuits shall also be separate from the Decorative Light Post Top Units.

**D Measurement**

The department will measure Luminaires Underdeck 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.0060.08	Luminaires Underdeck	Each

Payment for Luminaires Underdeck bid item is full compensation for furnishing and installing the fixture and aluminum back box, and all incidentals.

**40. Decorative Light Post Top Unit, Item SPV.0060.09.****A Description**

This special provision includes furnishing and installing a decorative light unit as shown on the plans and in accordance to standard specs 651 through 660 as hereinafter provided. Work includes installing pole, base, anchor bolts, light fixture, and all incidentals.

## **B Materials**

Furnish the following light pole:

Sternberg Augusta 4200 series

Shaft: 5" outside diameter aluminum straight fluted, one-piece construction

Height: 10 feet

Color: Black

Base: 17" diameter cast aluminum fluted base.

Anchor Bolts: As detailed on plans.

Furnish the following light fixture unit:

Sternberg Post-top Old Town XRLED-A850

Number of LED's: 12L

Color Temp: 5000K

Distribution: T4

Driver: MDL21 – 120-277V

Model number for the entire assembly (light pole and fixture) is:

A850-5P-4210-FP5-XRLED-12L50T4-MDL21-UNV-BK

## **C Construction**

Install the pole and light fixture as recommended by the manufacturer. Install posts vertical.

## **D Measurement**

The department will measure Decorative Light Post Top Unit as each individual unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Decorative Light Post Top Unit	Each

Payment for Decorative Light Post Top Unit bid item is full compensation for furnishing and installing the pole, base, anchor bolts, light fixture, and all incidentals.

# **41. Lighting Control Cabinet, Item SPV.0060.10.**

## **A Description**

This special provision describes furnishing and installing lighting control cabinets as shown on the plans and as hereinafter provided.

## **B Materials**

Lighting control cabinet shall be a NEMA 4X rated, dead front, lockable enclosure with internally mounted components. The cabinet type shall be Type 3860 in accordance to the standard details.

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

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

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

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

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

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

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

Unit shall also include miscellaneous wiring, terminal blocks, switches, and connectors required to implement control system shown on the drawings. Control equipment shall be entirely enclosed in DOT standard rainproof padmounted cabinet.

### **C Construction**

Control panel assembly shall comply with the plans and details as well as with applicable codes and standards.

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Lighting Control Cabinet	Each

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

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

**42. Concrete Curb and Gutter 24-Inch Type D, SPV.0090.01.**

Construct Concrete Curb and Gutter 24-Inch Type D per standard spec 601 and the plan details.

**43. Parapet Concrete Type 'TX', Item SPV.0090.02.**

**A Description**

This special provision describes construction of a decorative concrete parapet in accordance to standard specs 501, 502, and 505, as shown on the plans, and as hereinafter provided. The concrete mix used for this parapet shall include polypropylene fibers.

**B Materials**

The polypropylene fibers shall be engineered synthetic reinforcing fibers of 100% polypropylene collated fibers.

The physical properties of the fibers shall be as follows:

Specific Gravity:	0.91
Denier:	Less than 100
Modulus of Elasticity:	$0.5 \times 10^6$ to $0.7 \times 10^6$ psi
Tensile Strength:	70 to 110 ksi
Length:	1/2 to 2-1/2 inches

The polypropylene fiber manufacturer shall certify in writing that all polypropylene fibers are specifically manufactured for use in concrete from virgin polypropylene and the physical properties are within the limits specified above.

If the fiber manufacturer is other than the brand name listed on the literature and/or packaging, the certification must be from the original manufacturer of the polypropylene fibers.

The fiber length shall be determined by the manufacturer to be compatible with the concrete mix design.

**C Construction**

The polypropylene fiber manufacturer or authorized distributor shall provide the services of a qualified engineer or employee for a pre-construction meeting and initial job start up.

Use polypropylene fibers at the rate of one bag weighing 1.5 to 1.6 pounds per cubic yard of concrete. The fibers may be added with the fine and coarse aggregates or in the mixer after all ingredients have been blended and mixed in accordance to manufacturer's recommendations.

**D Measurement**

The department will measure Parapet Concrete Type 'TX' by the linear foot of parapet, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Parapet Concrete Type 'TX'	LF

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

**44. Shovel Cut Edging, Item SPV.0090.03.****A Description**

This special provision describes furnishing and installing a Shovel Cut Edging 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 the Shredded Hardwood Bark Mulch article.

**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 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.0090.03	Shovel Cut Edging	LF

Payment is full compensation for furnishing and installing shovel cut edging.

Shredded Hardwood Bark Mulch will be paid for under a separate bid item.

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

##### **A Description**

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

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

##### **C Construction**

Perform construction staking in accordance to standard spec 650.3.1.

##### **D Measurement**

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

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Construction Staking Multi-Use Path	LF

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

#### **46. Construction Access, Item SPV.0105.01.**

##### **A Description**

This special provision describes furnishing and installing a Construction Access from the southeast corner of the existing bridge out into the Rock River as necessary to complete the removal of the existing bridge and construction of Structure B-53-0287. Construct construction access in accordance to the applicable provisions of the standard specifications and the environmental protection special provisions, as directed by the engineer, and as hereinafter provided.

Determine the limits and materials required for the Construction Access following these special provisions. Submit construction access plan, include removal and clean-up plans as part of the required erosion control implementation plan to be approved by WDNR.

**B Materials**

Construction Access includes all necessary items to access the bridge areas or provide barge docking facilities from the southeast streambank, including timber mats, temporary structures, and supports within the active streambed, as well as any materials required to reach the in-stream construction access from the existing elevation of Jackson Street.

The use of a causeway is not permitted. If a temporary structure is utilized, the use of sheetpiling and clear stone is permitted for construction of the temporary pier. Minimize disturbance to the streambed bottom during removal of the temporary pier.

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

The department will measure Construction Access as a single lump sum unit of work, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Construction Access	LS

Payment is full compensation for any necessary permitting and approvals, excavation to shape the construction access outside of the existing streambed, furnishing, installing and removing all materials.

**47. Concrete Sidewalk 8-Inch, Item SPV 0165.01.****A Description**

This special provision describes construction of Concrete Sidewalk 8-Inch in accordance to standard spec 602, as shown on the plans, and as hereinafter provided. The concrete mix used for this sidewalk shall include polypropylene fibers in the upper concrete flat work but not in the cut-off walls.

**B Materials**

The polypropylene fibers shall be engineered synthetic reinforcing fibers of 100% polypropylene collated fibers.

The physical properties of the fibers shall be as follows:

Specific Gravity:	0.91
Denier:	Less than 100
Modulus of Elasticity:	$0.5 \times 10^6$ to $0.7 \times 10^6$ psi
Tensile Strength:	70 to 110 ksi
Length:	1/2 to 2-1/2 inches

The polypropylene fiber manufacturer shall certify in writing that all polypropylene fibers are specifically manufactured for use in concrete from virgin polypropylene and the physical properties are within the limits specified above.

If the fiber manufacturer is other than the brand name listed on the literature and/or packaging, the certification must be from the original manufacturer of the polypropylene fibers.

The fiber length shall be determined by the manufacturer to be compatible with the concrete mix design.

### **C Construction**

The polypropylene fiber manufacturer or authorized distributor shall provide the services of a qualified engineer or employee for a pre-construction meeting and initial job start up.

Use polypropylene fibers at the rate of one bag weighing 1.5 to 1.6 pounds per cubic yard of concrete. The fibers may be added with the fine and coarse aggregates or in the mixer after all ingredients have been blended and mixed in accordance to manufacturer's recommendations.

### **D Measurement**

The department will measure Concrete Sidewalk 8-Inch by the square foot of sidewalk, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Concrete Sidewalk 8-Inch	SF

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

## **48. Anti-Graffiti Coating, Item SPV.0165.02.**

### **A Description**

This work describes furnishing and applying a permanent liquid Anti-Graffiti Coating to Structure B-53-0287 and retaining walls as shown in the plans, for the purpose of preventing absorption of paint components into the concrete surfaces.

### **B Materials**

The anti-graffiti coating shall be Permaclean, product no. 1496 matte finish, as manufactured by TK Products, 11400 West 47<sup>th</sup> Street, Minnetonka, MN 55343, (952) 938-7223, as approved by the department. Provide anti-graffiti coating that is compatible for use on standard concrete surfaces.

## **C Construction**

**C.1 Preparation of Concrete Surfaces.** Clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material in order to accept the coating material according to product requirements. Provide a cleaning consisting of a minimum 3000 psi water blast. Place the nozzle of the water blaster approximately 6" from the concrete surface and move continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable sack rubbed surface texture. Correct, at own expense, any surface problems resulting from the surface preparation methods.

**C.2 Priming of Concrete Surfaces.** Provide a sack rubbed finish to all concrete surfaces with open voids or honeycombing as specified in standard spec 502.3.7.5. The cement mix used to sack rub the surface shall contain one of the following Acrylic Bonding Admixtures mixed and applied as given by the manufacturer.

Acrylic bonding Admixture: TK-225 by TK Products  
Acryl 60 by Thoro Products

In lieu of the above cement mix the following products may be mixed with one of the given Acrylic Bonding Admixtures for use in sack rubbing the concrete surface.

Preblended, Packaged Type II Cement: Tri-Mix by TK Products  
Thoroseal Gray by Thoro Products

Apply an anti-graffiti shield primer to all surfaces to receive the anti-graffiti shield. Provide the color of the primer as shown on the plan or the natural color of the concrete if no color is specified. Utilize the following product to prime the concrete surface.

Natural Look TK-1450 Urethane Anti-Graffiti Primer by TK Products

The temperature of the concrete surface shall be 45°F or higher when the primer is applied.

**C.3 Anti-Graffiti Coating.** Apply the Anti-Graffiti Coating according to the manufacturer's instructions. Provide a matte finish of the coating. Utilize the following products or equal as an Anti-Graffiti Coating:

Permaclean VOC 1496 Matte Finish by TK Products

Only the portions of the structure, as shown or noted on the plans, shall be coated.

## **D Measurement**

The department will measure Anti-Graffiti Coating by the square foot 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.0165.02	Anti-Graffiti Coating	SF

Payment is full compensation for furnishing and applying the coatings, for concrete surface preparation, and for primer.

**49. Cut-Stone Boulders, Item SPV.0165.03.****A Description**

This special provision describes work consisting of furnishing new cut-stone boulders and placing them in accordance to the requirements of the plans and these specifications.

**B Materials**

Provide cut-stone boulders of durable quarry material in similar appearance to riprap heavy and of approved quality that are sound, hard, dense, resistant to the action of air and water, and free from seams, cracks or other structural defects.

Provide stone pieces for cut-stone boulders that are rectangular in shape and approved by the engineer with dimensions as shown on the plans.

**C Construction**

Properly trim and shape the bed for the cut-stone boulders in a stair-step configuration as shown on the plans.

Place cut-stone boulders by any mechanical means that will produce a completed job within reasonable tolerances of the typical section shown on the plans. Firmly set each cut-stone boulder with no rocking or tipping providing a firm foundation for subsequent layers. Unless otherwise provided on the plans, provide cut-stone boulders not less than 8 inches thick. Limit hand work to the amount necessary to fill large voids or to correct segregated areas. Conform to the requirements of standard spec 645.3.7 for the placement of cut-stone boulders over geotextile fabric Type HR. Do not place cut-stone boulders against or in contact with any concrete masonry surface prior to the expiration of the curing and protection period for the concrete.

**D Measurement**

The department will measure Cut-Stone Boulders by the square foot, acceptably completed, and the quantity thereof to be paid for will be the summation of the square foot projections onto a vertical plane of the final exposed front face surface areas of such cut-stone boulders incorporated in the work in accordance to the contract. Only accepted work will be measured for payment and the computation of the quantity thereof will be based on the area within the limiting dimensions designated on the plans, in the contract or established by the engineer.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Cut-Stone Boulders	SF

Payment is full compensation for excavation and preparation of the bed, including backfilling and disposal of surplus material; for furnishing and placing cut-stone boulders; and for restoring the site of the work.

## **50. Wall Modular Block Gravity LRFD, Item SPV.0165.04.**

### **A Description**

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

### **B Materials**

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

The supplied wall system must be from the department's approved list of modular block gravity wall systems.

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

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

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

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

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

The wall shall be designed for the heights shown on the plans. The design shall be in compliance with the *AASHTO LRFD Design Specifications 5th Edition 2010* (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current *Standard Specifications for Highway and Structure Construction* (Standard Specifications), Chapter 14 of the WisDOT LRFD Bridge Manual and standard design procedures as determined by the department. Loads, load combinations and load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined in accordance to Table 11.5.6-1 in AASHTO LRFD.

The design must include analyses at critical sections that clearly show the Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing check. Internal stability shall also be considered at each block level. The design shall include an overburden surcharge of 100 psf in accordance to Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans. The width of the modular block from front face to back face of the wall shall be included in the design computations and shown on the wall shop drawings. The minimum embedment to the bottom of the modular block shall be 1 foot 6 inches, or as specified in the plan.

Submit the following to the engineer for review: complete design calculations, explanatory notes, supporting materials, specifications, and detailed plans and shop drawings for the proposed wall system. Sample analyses and hand output shall be submitted to verify the output by the software. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal stabilities as defined in AASHTO LRFD.

The wall submittal package shall be submitted electronically to the engineer and Structures Design Section. Submit all required information no later than 30 days prior to beginning construction of the wall. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls.

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

Materials furnished under this contract shall conform to the requirements of this specification. All certifications related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

### **B.3.1 Backfill**

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

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

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

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

The top course of facing units shall be a solid precast concrete unit designed to be compatible with the remainder of the wall unless a cast-in-place concrete cap is shown on the plans. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. A formed cast-in-place concrete cap may also be used to finish the wall. A cap of this type shall be designed to have color and an appearance that complements the remainder of the wall. Concrete for all cast-in-place caps shall be Grade A and shall conform to the requirements of standard spec 501. Reinforcement steel shall have a yield of stress of 60 ksi. The vertical dimension of the cap shall not be less than 3½ inches. Expansion joints shall be placed in the cap to correspond with each 24-inch change in vertical wall height and at maximum spacing of 10 feet.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer, in accordance to ASTM C1372. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portion of the block is 1.75 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

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



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

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

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

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

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

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

department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

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

The leveling pad shall step to follow the general slope of the ground line. The leveling pad steps shall keep the bottom of the wall below the minimum embedment. Additional embedment that is greater than the minimum embedment will not be measured for payment. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

Provide a wall leveling pad that consists of poured concrete masonry, Grade A, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to standard spec 501 as modified in Section 716. Provide QMP for leveling pad concrete as specified in standard specification.

The concrete leveling pad shall be 6 inches deep. The leveling pad shall be as wide as the proposed blocks plus six inches, with six inches of the leveling pad extending beyond the front face of the blocks. A concrete leveling pad shall be provided in following scenarios:

- a. When the wall height measured from the top of the leveling pad to the top of the wall exceeds 5 feet at any point along the entire wall length.
- b. a structure number has been assigned (such as R-XX-XXX), regardless of wall height.

Additionally, for walls that are less than or equal to 5 feet in height and do not have a wall number assigned to them, a compacted 1 foot(minimum) deep leveling pad made from base aggregate dense 1¼-inch in conformance with standard spec 305, may be used. The aggregate leveling pad shall be as wide as the blocks plus 12 inches, and the modular blocks shall be centered on the leveling pad.

## **C Construction**

### **C.1 General**

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

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

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

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

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

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

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

Geotechnical data to be used in the design of the wall is given on the wall plan. After completion of excavation, notify the department and allow two days for the Regional Soils Engineer to review the foundation.

### **D Measurement**

The department will measure Wall Modular Block Gravity LRFD in area by the square foot acceptably completed, measured as the vertical area within the pay limits the contract plans show. No other measurement of quantities shall be made in the field unless the engineer directs in writing a change to the limits indicated on the contract plans.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.04	Wall Modular Block Gravity LRFD	SF

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

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively.

## **51. Fascia Panels, Item SPV.0180.01.**

### **A Description**

This special provision describes fascia panels as shown on the plans, conforming to the requirements of standard specs 501, 502 and 503, and as hereinafter provided.

### **B Materials**

The panels shall be precast concrete and shall conform to the appropriate sections of the standard specifications.

**C (Vacant)**

**D Measurement**

The department will measure Fascia Panels by the square yard acceptably completed, measured as the outside plane surface of the installed fascia panels.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Fascia Panels	SY

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

**52. Shredded Hardwood Bark Mulch, Item SPV.0180.02.**

**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 the 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.0180.02	Shredded Hardwood Bark Mulch	SY

Payment is full compensation for furnishing and installing all materials.

**53. Excavation, Hauling, and Disposal of Contaminated Soil, Item SPV.0195.01.****A Description****A.1 General**

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

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

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

**A.2 Notice to the Contractor – Contaminated Material Locations**

The department completed testing for soil contamination at locations within this project where excavation is required. Results indicate that volatile organic compounds (VOC) in soil are present at the following locations on Jackson Street:

1. Station 11+65 to 12+10 from 33 feet to 67 feet right of Jackson Street alignment). The estimated volume of contaminated soil to be excavated at this location is 250 cubic yards (estimated 425 tons using a conversion of 1.7 tons per cubic yard) at depths between 0 and 7 feet.
2. Station 11+65 to 12+10 from 67 feet to 83 feet right of Jackson Street alignment). The estimated volume of contaminated soil to be excavated at this location is 15 cubic yards (estimated 25.5 tons using a conversion of 1.7 tons per cubic yard) at depths between 4 and 7 feet.

Contaminated soil may be encountered at other locations within the construction limits. If contaminated soil is encountered at other locations, terminate excavations in that area and notify the engineer.

There are six abandoned groundwater monitoring wells located within the construction limits at 803 and 809 Jackson Street. All monitoring wells were abandoned in accordance to NR 141.25. If abandoned monitoring wells are encountered, the contractor shall make necessary adjustments so that they are abandoned to a minimum of 30 inches below the proposed ground surface elevation in accordance to NR 141.25.

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

Name: Scott LaCoursiere  
Address: 5100 Eastpark Boulevard, Suite 200  
Madison, WI 53718  
Email: SLaCoursiere@otie.com  
Phone: (608) 243-6471  
Mobile: (608) 220-2171

### **A.3 Coordination**

Coordinate work under this contract with the City of Janesville who will provide the environmental consultant contact information as necessary:

Contact: Matt McGrath, P.E., City of Janesville  
Address: 18 N. Jackson Street  
Janesville, WI 53548  
Email: mcgrathm@ci.janesville.wi.us  
Phone: (608) 755-3165

The role of the environmental consultant will be limited to:

1. In the event that contaminated soil is encountered outside of the areas designated on the plans, the environmental consultant will determine the limits of contaminated soil to be excavated based on previous investigations, visual observations, and field screening of soil that is excavated;
2. As needed, obtaining the necessary approvals for disposal of contaminated soil from the selected landfill facility.

Identify the DNR approved landfill facility that will be used for disposal of contaminated soils, and provide this information to the engineer no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. Do not transport contaminated soil offsite without prior approval from the engineer.

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

*Supplement standard spec 107.1 with the following:*

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

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

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

#### **C Construction**

*Supplement standard spec 205.3 with the following:*

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

Directly load and haul all soils located within the known contaminated areas listed above for landfill disposal at a WDNR approved facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site bioremediation or landfill disposal so as not to contain free liquids.

#### **D Measurement**

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

#### **E Payment**

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and direct landfilling, disposal fees and taxes, for obtaining solid waste collection and transportation service operating licenses; further abandonment of monitoring wells; and for dewatering of soils prior to transport, if necessary.

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**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)  
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)  
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

*TrANS* is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

### ***I. BASIC CONCEPTS***

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   1   (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).



Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   1   (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## ***I. RATIONALE AND SPECIAL NOTE***

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
  - i. Produce accurate and complete quotes.
  - ii. Understand highway plans applicable to their work.
  - iii. Understand specifications and contract requirements applicable to their work.
  - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

#### 2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
  - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
  - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
  - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
  - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
  - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
  - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
  - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

#### 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

#### **4. Department's DBE Evaluation Process**

##### **a. Documentation Submittal**

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

##### **i. Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

##### **ii. Bidder Does Not Meet DBE Goal**

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
  - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
  - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

#### **5. Department's Criteria for Good Faith Effort**

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
  - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
      - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
      - a. Email to all prospective DBE firms in relevant work areas
      - b. Phone call log to DBE firms who express interest via written response or call.
      - c. Fax/letter confirmation
      - d. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
  - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
    - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
    - i. Provide the following information along with department form DT1202:
      - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
      - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
      - (3) Photocopies or electronic copies of all written solicitations to DBE's.
      - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
      - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
  - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office  
6150 Fond du Lac Ave.  
Milwaukee, WI 53218  
Phone: 414-438-4583 / 608-266-6961  
Fax: 414-438-5392  
E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov)

## 6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## **7. Department's Criteria for DBE Participation**

### **Department's DBE List**

- a. The department maintains a DBE list on the department's website at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

## **8. Counting DBE Participation**

### **Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

## **9. Commercially Useful Function**

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.



**10. Trucking**

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

**11. Manufacturers and Suppliers**

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

**12. DBE Prime**

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

**13. Joint Venture**

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

**14. Mentor Protégé**

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

**15. DBE Replacement**

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

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

**16. Changes to the approved DBE Commitment Form DT1506**

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

**17. Contract Modifications**

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

**18. Payment**

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

**APPENDIX A**  
**Sample Contractor Solicitation Letter Page 1**  
*This sample is provided as a guide not a requirement*

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GFW SAMPLE MEMORANDUM

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**TO:** DBE FIRMS  
**FROM:** POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR  
**SUBJECT:** REQUEST FOR DBE QUOTES  
LET DATE & TIME  
**DATE:** MONTH DAY YEAR  
**CC:** DBE OFFICE ENGINEER

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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:*

---

**101.3 Definitions**

*Replace the definition of semi-final estimate with the following effective with the December 2013 letting:*

**Semi-final estimate** An estimate indicating the engineer has measured and reported all contract quantities and materials requirements.

---

**105.11.1 Partial Acceptance**

*Replace paragraph two with the following effective with the December 2013 letting:*

- (2) Partial acceptance will relieve the contractor of maintenance responsibility for the designated portion of the work. By relieving the contractor of maintenance, the department does not relieve the contractor of responsibility for defective work or damages caused by the contractor's operations. Do not construe partial acceptance to be conditional final acceptance or final acceptance of any part of the project, or a waiver of any legal rights specified under 107.16.
- 

**105.11.2 Final Acceptance**

*Retitle and replace the entire text with the following effective with the December 2013 letting:*

**105.11.2 Project Acceptance****105.11.2.1 Inspection****105.11.2.1.1 General**

- (1) Notify the engineer when the project is substantially complete as defined in 105.11.2.1.3. As soon as it is practical, the engineer will inspect the work and categorize it as one of the following:
1. Unacceptable or not complete.
  2. Substantially complete.
  3. Complete.

**105.11.2.1.2 Unacceptable or Not Complete**

- (1) The engineer will identify, in writing, work that is unacceptable or not complete. Immediately correct or complete that work. The engineer will assess contract time until the work is corrected or completed.
- (2) Proceed as specified in 105.11.2.1.1 until the engineer determines that the work is complete.

**105.11.2.1.3 Substantially Complete**

- (1) The project is substantially complete and the engineer will no longer assess contract time if the contractor has completed all contract bid items and change order work, except for the punch-list. As applicable, the following must have occurred:
1. All lanes of traffic are open on a finished surface.
  2. All signage and traffic control devices are in place and operating.
  3. All drainage, erosion control, excavation, and embankments are completed.
  4. All safety appurtenances are completed.
- (2) The engineer will provide a written punch-list enumerating work the contractor must perform and documents the contractor must submit before the the engineer will categorize the work as complete.
1. Punch-list work includes uncompleted cleanup work required under 104.9 and minor corrective work. Immediately correct or complete the punch-list work. The engineer may restart contract time if the contractor does not complete the punch-list work within 5 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 5-day requirement.
  2. Punch-list documents include whatever contract required documentation is missing. The engineer may restart contract time if the contractor does not submit the punch-list documents within 15 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 15-day requirement.
- (3) Proceed as specified in 105.11.2.1.1 until the work is complete.

**105.11.2.1.4 Complete**

- (1) The project is complete when the contractor has completed all contract bid items, change order work, and punch-list work including the submission of all missing documentation.

**105.11.2.2 Conditional Final Acceptance**

- (1) When the engineer determines that the project is complete, the engineer will give the contractor written notice of conditional final acceptance relieving the contractor of maintenance responsibility for the completed work.

**105.11.2.3 Final Acceptance**

- (1) The engineer will grant final acceptance of the project after determining that all contract is work complete; all contract, materials, and payroll records are reviewed and approved; and the semi-final estimate quantities are final under 109.7.
- (2) Failure to discover defective work or materials before final acceptance does not prevent the department from rejecting that work or those materials later. The department may revoke final acceptance if the department discovers defective work or materials after it has accepted the work.

**105.13.3 Submission of Claim**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than final acceptance of the project as specified in 105.11.2.3. If the contractor does not submit the claim before final acceptance of the project, the department will deny the claim.

**107.17.3 Railroad Insurance Requirements**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) If required by the special provisions, provide or arrange for a subcontractor to provide railroad protective liability insurance in addition to the types and limits of insurance required in 107.26. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the railroad right of way or premises of the railroad and until the engineer determines that the work is complete as specified in 105.11.2.1.4.

**107.26 Standard Insurance Requirements**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) Maintain the following types and limits of commercial insurance in force until the engineer determines that the work is complete as specified in 105.11.2.1.4.

**TABLE 107-1 REQUIRED INSURANCE AND MINIMUM COVERAGES**

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED <sup>[1]</sup>
1. Commercial general liability insurance endorsed to include blanket contractual liability coverage. <sup>[2]</sup>	\$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million.
2. Workers' compensation.	Statutory limits
3. Employers' liability insurance.	Bodily injury by accident: \$100,000 each accident Bodily injury by disease: \$500,000 each accident \$100,000 each employee
4. Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. <sup>[2]</sup>	\$1 million-combined single limits per occurrence.

<sup>[1]</sup> The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

<sup>[2]</sup> The Wisconsin Department of Transportation, its officers, agents, and employees shall be named as an additional insured under the general liability and automobile liability insurance.

**108.14 Terminating the Contractor's Responsibility**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) The contractor's responsibilities are terminated, except as set forth in the contract bond and specified in 107.16, when the department grants final acceptance as specified in 105.11.2.3.
- 

**109.2 Scope of Payment**

Replace paragraph two with the following effective with the December 2013 letting:

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the applicable bid items including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
    1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
    2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
      - The nature of the work.
      - The action of the elements.
      - Unforeseen difficulties encountered during prosecution of the work.
    3. All insurance costs, expenses, and risks connected with the prosecution of the work.
    4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
    5. All infringements of patents, trademarks, or copyrights.
    6. All other expenses incurred to complete and protect the work under the contract.
- 

**109.6.1 General**

Replace paragraphs three and four with the following effective with the December 2013 letting:

- (3) The department's payment of an estimate before conditional final acceptance of the work does not constitute the department's acceptance of the work, and does not relieve the contractor of responsibility for:
    1. Protecting, repairing, correcting, or renewing the work.
    2. Replacing all defects in the construction or in the materials used in the construction of the work under the contract, or responsibility for damage attributable to these defects.
  - (4) The contractor is responsible for all defects or damage that the engineer may discover on or before the engineer's conditional final acceptance of the work. The engineer is the sole judge of these defects or damage, and the contractor is liable to the department for not correcting all defects or damage.
- 

**109.7 Acceptance and Final Payment**

Replace paragraphs one and two with the following effective with the December 2013 letting:

- (1) After the engineer grants conditional final acceptance of the work as specified in 105.11.2.2 and reviews required document submittals and materials test reports, the engineer will issue the semi-final estimate.
- (2) Within 30 calendar days after receiving the semi-final estimate, submit to the engineer a written statement of agreement or disagreement with the semi-final estimate. For an acceptable statement of disagreement, submit an item-by-item list with reasons for each disagreement. If the contractor does not submit this written statement within those 30 days, the engineer will process the final estimate for payment. The engineer and the contractor can mutually agree to extend this 30-day submission requirement.

**450.3.3 Maintaining the Work**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) Protect and repair the prepared foundation, tack coat, base, paved traffic lanes, shoulders, and seal coat. Correct all rich or bleeding areas, breaks, raveled spots, or other nonconforming areas in the paved surface.

**455.3.2.5 Maintaining Tack Coat**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) Protect and repair the existing surface and the tack coat. Correct areas with excess or deficient tack material and any breaks, raveled spots, or other areas where bond might be affected.

**460.2.2.3 Aggregate Gradation Master Range**

*Replace paragraph one with the following effective with the January 2014 letting:*

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

**TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS**

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm
50.0-mm	100						
37.5-mm	90 – 100	100					
25.0-mm	90 max	90 - 100	100				
19.0-mm	—	90 max	90 - 100	100		100	
12.5-mm	—	—	90 max	90 - 100	100	90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	58 - 72	90 - 100
4.75-mm	—	—	—	—	90 max	25 - 35	35 - 45
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 – 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 <sup>[1]</sup>	15.0 <sup>[2]</sup>	16.0	17.0

<sup>[1]</sup> 14.5 for E-3 mixes.

<sup>[2]</sup> 15.5 for E-3 mixes.

**460.2.7 HMA Mixture Design**

*Replace paragraph one with the following effective with the January 2014 letting:*

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to the department's test method number 1559 as described in CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to the department's test method number 1559.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	E - 0.3	E - 1	E - 3	E - 10	E - 30	E - 30x	SMA
ESALs x 10 <sup>6</sup> (20 yr design life)	< 0.3	0.3 - < 1	1 - < 3	3 - < 10	10 - < 30	>= 30	—
LA Wear (AASHTO T96)							
100 revolutions(max % loss)	13	13	13	13	13	13	13
500 revolutions(max % loss)	50	50	45	45	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	60 / —	65 / —	75 / 60	85 / 80	98 / 90	100/100	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	40	43	45	45	45	45
Sand Equivalency (AASHTO T176, min)	40	40	40	45	45	50	50
Gyratory Compaction							
Gyrations for N <sub>ini</sub>	6	7	7	8	8	9	8
Gyrations for N <sub>des</sub>	40	60	75	100	100	125	65
Gyrations for N <sub>max</sub>	60	75	115	160	160	205	160
Air Voids, %V <sub>a</sub> (%G <sub>mm</sub> N <sub>des</sub> )	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 90.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	<= 89.0	<= 89.0	—
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4] [5]</sup>	65 - 78 <sup>[4]</sup>	65 - 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	70 - 80
Tensile Strength Ratio (TSR) (ASTM 4867)							
no antistripping additive	0.70	0.70	0.70	0.70	0.70	0.70	0.70
with antistripping additive	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Draindown at Production Temperature (%)	—	—	—	—	—	—	0.30

<sup>[1]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone(ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[3]</sup> For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

<sup>[4]</sup> For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

<sup>[5]</sup> For 25.0mm nominal maximum size mixes, the specified VFB lower limit is 67%.

**460.2.8.2.1.5 Control Limits**

*Replace paragraph one with the following effective with the January 2014 letting:*

- (1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+/- 1.3	+/- 1.0
VMA in percent <sup>[1]</sup>	- 0.5	- 0.2

<sup>[1]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in Table 460-1.

- (2) Warning bands are defined as the area between the JMF limits and the warning limits.

**460.2.8.2.1.6 Job Mix Formula Adjustment**

*Replace the entire text with the following effective with the January 2014 letting:*

- (1) The contractor may request adjustment of the JMF according to the department's test method number 1559. Have an HTCP HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have an HMA technician certified at level III review the proposed adjustment and, if acceptable, issue a revised JMF.
- (2) The department will not allow adjustments that do the following:
- Exceed specified JMF tolerance limits.
  - Reduce the JMF asphalt content unless the production VMA running average meets or exceeds the minimum VMA design requirement defined in table 460-1 for the mixture produced.
- (3) Have an HMA technician certified at level II make related process adjustments. If mixture redesign is necessary, submit a new JMF, subject to the same specification requirements as the original JMF.

**520.3.8 Protection After Laying**

*Delete the entire subsection.*

**614.2.1 General**

*Replace paragraphs five and six with the following effective with the December 2013 letting:*

- (5) Furnish zinc coated wire rope and fitting conforming to the plans and galvanized according to ASTM A741.
- (6) Before installation store galvanized components above ground level and away from surface run off. The department may reject material if the zinc coating is physically damaged or oxidized.
- (7) Provide manufacturer's drawings, and installation and maintenance instructions when providing proprietary systems.



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**614.2.3 Steel Rail and Fittings**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Furnish galvanized steel rail conforming to AASHTO M180 class A, type II beam using the single-spot test coating requirements. Furnish plates, anchor plates, post mounting brackets, and other structural steel components conforming to 506.2.2.1 and hot-dip galvanized according to ASTM A123.
- 

**614.2.7 Crash Cushions**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Furnish permanent and temporary crash cushions from the department's approved products list. Use cushions as wide or wider than the plan back-width. Furnish transitions conforming to the crash cushion manufacturer's design and specifications. Submit manufacturer crash cushion and transition design details to engineer before installing.
- 

**616.3.1 General**

Replace paragraph six with the following effective with the December 2013 letting:

- (6) Remove and dispose of all excess excavation and surplus materials from the fence site.
- 

**618.3.3 Restoration**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Upon termination of hauling operations and before conditional final acceptance, restore all haul roads, including drainage facilities and other components, to the equivalent of pre-hauling conditions.
- 

**627.3.1 General**

Replace paragraph four with the following effective with the December 2013 letting:

- (4) Maintain the mulched areas and repair all areas damaged by wind, erosion, traffic, fire or other causes.
- 

**637.3.2.1 General**

Delete paragraph three effective with the December 2013 letting.

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**670.3.4.2 Post-Construction Work**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Submit 5 copies of ITS documentation including but not limited to the following:
  - Operator's manual: for contractor furnished equipment, submit a manual containing detailed operating instructions for each different type or model of equipment and or operation performed.
  - Maintenance procedures manuals: for contractor furnished equipment, submit a manual containing detailed preventive and corrective maintenance procedures for each type or model of equipment furnished.
  - Cabinet fiber optic wiring diagram: submit a cabinet wiring diagram, identified by location for each cabinet. Include both electrical wiring and fiber optic conductor and cable connections. Place one copy of the fiber optic wiring diagram in a weatherproof holder in the cabinet. Deliver the other copies to the engineer.
  - As-built drawings: submit final as-built drawings that detail the final placement of all conduit, cabling, equipment, and geometric modifications within the contract. Provide all documentation in an electronic format adhering to the region's ITS computer aided drafting standards and according to the department's as-built requirements. The department will review the as-built drawings for content and electronic format. Modify both the content and format of as-built drawings until meeting all requirements.
  - Equipment inventory list: submit an inventory list including serial number, make, model, date installed, and location installed of all equipment installed under the contract.

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**Errata**

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*Make the following corrections to the 2014 edition of the standard specifications:*

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**415.3.14 Protecting Concrete**

Correct errata by referencing the opening to service specification.

- (1) Erect and maintain suitable barricades and, if necessary, provide personnel to keep traffic off the newly constructed pavement until it is opened for service as specified in 415.3.15. Conform to 104.6 for methods of handling and facilitating traffic.
- 

**501.2.9 Concrete Curing Materials**

Correct errata by changing AASHTO M171 to ASTM C171.

- (2) Furnish sheeting conforming to ASTM C171 for white opaque polyethylene film, except that the contractor may use clear or black polyethylene for cold weather protection.
- 

**607.2 Materials**

Correct errata by changing AASHTO M198 to ASTM C990.

- (1) Use materials conforming to the requirements for the class of material named and specified below.
- |  |            |
|--|------------|
| Composite pipe, couplings, fittings and joint materials .....            | ASTM D2680 |
| Annular rubber and plastic gaskets for flexible, watertight joints ..... | ASTM C990  |
| External rubber gaskets, mastic, and protective film.....                | ASTM C877  |
| Mortar .....   | 519.2.3    |
- 

**637.2.1.3 Sheet Aluminum**

Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.

- (4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.
- 

**637.3.3.4 Performance**

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
- Sign posts more than five degrees out of plumb.
  - Signs twisted by more than 5 degrees from plan orientation.
  - Signs with delaminated or warped plywood.
  - Signs with bubbling, fading, delaminating, or buckling sheeting.
- 

**646.3.3.4 Proving Period**

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

**ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.



**ADDITIONAL SPECIAL PROVISION 9**  
**Electronic Certified Payroll Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://www.dot.wi.gov/business/civilrights/laborwages/index.htm>

(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://www.dot.wi.gov/business/civilrights/laborwages/docs/crc-payroll-manual.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  
ROCK COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on May 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	32.06	17.30	49.36
Carpenter	30.48	16.00	46.48
Cement Finisher	33.51	16.13	49.64
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	43.47	8.66	52.13
Fence Erector	24.72	0.00	24.72
Ironworker	31.25	19.46	50.71
Line Constructor (Electrical)	38.42	12.68	51.10
Painter	21.87	11.37	33.24
Pavement Marking Operator	30.00	0.00	30.00
Piledriver	30.98	16.00	46.98
Roofer or Waterproofer	38.35	0.14	38.49
Teledata Technician or Installer	21.89	12.37	34.26
Tuckpointer, Caulker or Cleaner	35.25	13.18	48.43
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
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.89	51.39
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
<b>TRUCK DRIVERS</b>			
Single Axle or Two Axle	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	24.36	14.81	39.17
Landscaper	29.32	14.63	43.95
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	23.50	15.10	38.60
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
Railroad Track Laborer	22.75	0.00	22.75

**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	36.72	20.40	57.12
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<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
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Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$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> .			
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Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. 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> .	36.22	20.40	56.62
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Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); 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> .	35.72	20.40	56.12
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<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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> .	35.46	20.40	55.86
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oilier; 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

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: May 2, 2014

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$29.04 .....	14.53			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	29.14 .....	14.53			
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			
			<u>Truck Drivers:</u>		
			1 & 2 Axles .....	23.82 .....	18.32
			Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	23.97 .....	18.32

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	32.06 .....	17.00
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker (South of Edgerton and Milton) .....	34.34 .....	25.72
Ironworker (Northern Area, Vicinity of Edgerton and Milton) .....	31.50 .....	20.03
Cement Mason/Concrete Finisher .....	32.09 .....	16.13
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
Painter, Brush .....	24.50 .....	16.27
Painter, Spray, Structural Steel, Bridges .....	25.50 .....	16.27
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 3, 2014; Modification #1, dated February 7, 2014; Modification #2, dated March 14, 2014; Modification #3, dated May 2, 2014.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: May 2, 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: May 2, 2014

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1 .....	\$28.40	16.676		
Area 2:				
Electricians.....	29.13	17.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000 .....	26.24	16.85		
Electrical contracts over \$130,000 .....	29.41	16.97		
Area 4: .....	28.50	28.75% + 9.27	Area 6 -	KENOSHA COUNTY
Area 5 .....	28.96	24.85% + 9.70	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 6 .....	35.25	19.30		
Area 8				
Electricians.....	30.60	24.95% + 10.33	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 9:				
Electricians.....	32.94	18.71	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 10 .....	28.97	20.45	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:  
20140812006PROJECT(S):  
5990-00-84FEDERAL ID(S):  
WISC 2014296

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

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

## SECTION 0001 CONTRACT ITEMS

0010	201.0105 CLEARING	5.000 STA	.		.	
0020	201.0205 GRUBBING	5.000 STA	.		.	
0030	203.0600.S REMOVING OLD STRUCTURE OVER WATERWAY WITH MINIMAL DEBRIS (STATION) 01. 10+00	LUMP	LUMP		.	
0040	204.0100 REMOVING PAVEMENT	2,525.000 SY	.		.	
0050	204.0110 REMOVING ASPHALTIC SURFACE	350.000 SY	.		.	
0060	204.0150 REMOVING CURB & GUTTER	1,180.000 LF	.		.	
0070	204.0155 REMOVING CONCRETE SIDEWALK	608.000 SY	.		.	
0080	204.0210 REMOVING MANHOLES	2.000 EACH	.		.	
0090	204.0220 REMOVING INLETS	4.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	204.0245 REMOVING STORM SEWER (SIZE) 01. 12-INCH	104.000 LF	.		.	
0110	204.0245 REMOVING STORM SEWER (SIZE) 02. 18-INCH	269.000 LF	.		.	
0120	205.0100 EXCAVATION COMMON	1,360.000 CY	.		.	
0130	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 01. B-53-0287	LUMP	LUMP		.	
0140	208.0100 BORROW	1,828.000 CY	.		.	
0150	210.0100 BACKFILL STRUCTURE	920.000 CY	.		.	
0160	213.0100 FINISHING ROADWAY (PROJECT) 01. 5990-00-84	1.000 EACH	.		.	
0170	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	1,595.000 TON	.		.	
0180	305.0130 BASE AGGREGATE DENSE 3-INCH	990.000 TON	.		.	
0190	312.0110 SELECT CRUSHED MATERIAL	215.000 TON	.		.	
0200	415.0410 CONCRETE PAVEMENT APPROACH SLAB	170.000 SY	.		.	

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WISC 2014296

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	455.0120 ASPHALTIC MATERIAL PG64-28	26.000 TON	.		.	
0220	455.0605 TACK COAT	56.000 GAL	.		.	
0230	460.1101 HMA PAVEMENT TYPE E-1	514.000 TON	.		.	
0240	460.2000 INCENTIVE DENSITY HMA PAVEMENT	330.000 DOL	1.00000		330.00	
0250	465.0105 ASPHALTIC SURFACE	69.000 TON	.		.	
0260	465.0315 ASPHALTIC FLUMES	6.000 SY	.		.	
0270	502.0100 CONCRETE MASONRY BRIDGES	1,589.000 CY	.		.	
0280	502.3100 EXPANSION DEVICE (STRUCTURE) 01. B-53-0287	LUMP	LUMP		.	
0290	502.3200 PROTECTIVE SURFACE TREATMENT	3,565.000 SY	.		.	
0300	503.0137 PRESTRESSED GIRDER TYPE I 36W-INCH	2,576.000 LF	.		.	
0310	505.0405 BAR STEEL REINFORCEMENT HS BRIDGES	29,190.000 LB	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES	191,460.000 LB	.		.	
0330	506.2605 BEARING PADS ELASTOMERIC NON-LAMINATED	42.000 EACH	.		.	
0340	506.2610 BEARING PADS ELASTOMERIC LAMINATED	14.000 EACH	.		.	
0350	506.4000 STEEL DIAPHRAGMS (STRUCTURE) 01. B-53-0287	48.000 EACH	.		.	
0360	516.0500 RUBBERIZED MEMBRANE WATERPROOFING	44.000 SY	.		.	
0370	522.1030 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 30-INCH	1.000 EACH	.		.	
0380	550.1100 PILING STEEL HP 10-INCH X 42 LB	9,560.000 LF	.		.	
0390	601.0419 CONCRETE CURB & GUTTER 30-INCH TYPE L	1,055.000 LF	.		.	
0400	602.0405 CONCRETE SIDEWALK 4-INCH	3,940.000 SF	.		.	
0410	602.0415 CONCRETE SIDEWALK 6-INCH	1,655.000 SF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0420	602.0515 CURB RAMP DETECTABLE WARNING FIELD NATURAL PATINA	88.000 SF	.		.	
0430	606.0300 RIPRAP HEAVY	655.000 CY	.		.	
0440	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	107.000 LF	.		.	
0450	608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH	154.000 LF	.		.	
0460	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH	37.000 LF	.		.	
0470	608.0330 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 30-INCH	173.000 LF	.		.	
0480	610.0124 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 24X38-INCH	149.000 LF	.		.	
0490	611.2005 MANHOLES 5-FT DIAMETER	2.000 EACH	.		.	
0500	611.2006 MANHOLES 6-FT DIAMETER	1.000 EACH	.		.	
0510	611.2008 MANHOLES 8-FT DIAMETER	1.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0520	611.3004 INLETS 4-FT DIAMETER	3.000 EACH	.		.	
0530	611.3230 INLETS 2X3-FT	4.000 EACH	.		.	
0540	611.8120.S COVER PLATES TEMPORARY	5.000 EACH	.		.	
0550	611.9800.S PIPE GRATES	1.000 EACH	.		.	
0560	612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH	460.000 LF	.		.	
0570	612.0902.S INSULATION BOARD POLYSTYRENE (INCH) 01. 4-INCH	32.000 SY	.		.	
0580	616.0700.S FENCE SAFETY	350.000 LF	.		.	
0590	619.1000 MOBILIZATION	1.000 EACH	.		.	
0600	624.0100 WATER	40.000 MGAL	.		.	
0610	625.0100 TOPSOIL	4,035.000 SY	.		.	
0620	627.0200 MULCHING	1,785.000 SY	.		.	



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WISC 2014296

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0630	628.1104 EROSION BALES	25.000 EACH	.		.	
0640	628.1504 SILT FENCE	745.000 LF	.		.	
0650	628.1520 SILT FENCE MAINTENANCE	1,490.000 LF	.		.	
0660	628.1905 MOBILIZATIONS EROSION CONTROL	9.000 EACH	.		.	
0670	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	6.000 EACH	.		.	
0680	628.2008 EROSION MAT URBAN CLASS I TYPE B	1,845.000 SY	.		.	
0690	628.6005 TURBIDITY BARRIERS	2,356.000 SY	.		.	
0700	628.7020 INLET PROTECTION TYPE D	14.000 EACH	.		.	
0710	628.7560 TRACKING PADS	4.000 EACH	.		.	
0720	629.0210 FERTILIZER TYPE B	3.000 CWT	.		.	
0730	630.0140 SEEDING MIXTURE NO. 40	60.000 LB	.		.	

## SCHEDULE OF ITEMS

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WISC 2014296

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0740	631.0300 SOD WATER	18.000 MGAL	.		.	
0750	631.1000 SOD LAWN	800.000 SY	.		.	
0760	632.0101 TREES (SPECIES, ROOT, SIZE) 01. HORSECHESTNUT, 'BAUMANN' COMMON, B&B, 3-INCH CAL.	1.000 EACH	.		.	
0770	632.0101 TREES (SPECIES, ROOT, SIZE) 02. PEAR, AUTUMN BLAZE CALLERY, B&B, 3-INCH CAL.	3.000 EACH	.		.	
0780	632.0101 TREES (SPECIES, ROOT, SIZE) 03. OAK, HERITAGE, B&B, 3-INCH CAL.	1.000 EACH	.		.	
0790	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 01. SUMAC, 'GRO-LOW' FRAGRANT, CG, 24-INCH SPREAD	36.000 EACH	.		.	
0800	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 02. SUMAC, SMOOTH, CG OR B&B, 4 FT HT	6.000 EACH	.		.	
0810	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 03. JUNIPER, 'BROADMOOR' SAVIN, CG, 24-INCH SPREAD	43.000 EACH	.		.	
0820	632.9101 LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES	26.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0830	633.5200 MARKERS CULVERT END	1.000 EACH	.		.	
0840	634.0809 POSTS TUBULAR STEEL 2X2-INCH X 9.5-FT	8.000 EACH	.		.	
0850	634.0814 POSTS TUBULAR STEEL 2X2-INCH X 14-FT	18.000 EACH	.		.	
0860	634.0816 POSTS TUBULAR STEEL 2X2-INCH X 16-FT	6.000 EACH	.		.	
0870	637.2210 SIGNS TYPE II REFLECTIVE H	181.520 SF	.		.	
0880	638.2102 MOVING SIGNS TYPE II	2.000 EACH	.		.	
0890	638.2602 REMOVING SIGNS TYPE II	33.000 EACH	.		.	
0900	638.3000 REMOVING SMALL SIGN SUPPORTS	18.000 EACH	.		.	
0910	642.5001 FIELD OFFICE TYPE B	1.000 EACH	.		.	
0920	643.0100 TRAFFIC CONTROL (PROJECT) 01. 5990-00-84	1.000 EACH	.		.	
0930	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	12,375.000 DAY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0940	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	15,125.000 DAY	.		.	
0950	643.0900 TRAFFIC CONTROL SIGNS	7,975.000 DAY	.		.	
0960	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	254.000 SF	.		.	
0970	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 5990-00-84	1.000 EACH	.		.	
0980	643.3000 TRAFFIC CONTROL DETOUR SIGNS	12,375.000 DAY	.		.	
0990	645.0120 GEOTEXTILE FABRIC TYPE HR	1,240.000 SY	.		.	
1000	646.0106 PAVEMENT MARKING EPOXY 4-INCH	3,460.000 LF	.		.	
1010	646.0116 PAVEMENT MARKING EPOXY 6-INCH	1,790.000 LF	.		.	
1020	646.0600 REMOVING PAVEMENT MARKINGS	315.000 LF	.		.	
1030	647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2	1.000 EACH	.		.	
1040	647.0196 PAVEMENT MARKING ARROWS EPOXY TYPE 5	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1050	647.0206 PAVEMENT MARKING ARROWS BIKE LANE EPOXY	4.000 EACH	.		.	
1060	647.0306 PAVEMENT MARKING SYMBOLS BIKE LANE EPOXY	4.000 EACH	.		.	
1070	647.0356 PAVEMENT MARKING WORDS EPOXY	1.000 EACH	.		.	
1080	647.0556 PAVEMENT MARKING STOP LINE EPOXY 12-INCH	25.000 LF	.		.	
1090	647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH	55.000 LF	.		.	
1100	647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH	70.000 LF	.		.	
1110	647.0955 REMOVING PAVEMENT MARKINGS ARROWS	1.000 EACH	.		.	
1120	647.0965 REMOVING PAVEMENT MARKINGS WORDS	2.000 EACH	.		.	
1130	650.4000 CONSTRUCTION STAKING STORM SEWER	12.000 EACH	.		.	
1140	650.4500 CONSTRUCTION STAKING SUBGRADE	575.000 LF	.		.	
1150	650.5000 CONSTRUCTION STAKING BASE	575.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1160	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER	1,180.000 LF	.		.	
1170	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 01. B-53-0287	LUMP	LUMP		.	
1180	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	40.000 LF	.		.	
1190	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 5990-00-84	LUMP	LUMP		.	
1200	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 5990-00-84	LUMP	LUMP		.	
1210	650.9920 CONSTRUCTION STAKING SLOPE STAKES	575.000 LF	.		.	
1220	652.0125 CONDUIT RIGID METALLIC 2-INCH	40.000 LF	.		.	
1230	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	230.000 LF	.		.	
1240	652.0315 CONDUIT RIGID NONMETALLIC SCHEDULE 80 1 1/4-INCH	140.000 LF	.		.	
1250	652.0325 CONDUIT RIGID NONMETALLIC SCHEDULE 80 2-INCH	1,970.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1260	653.0140 PULL BOXES STEEL 24X42-INCH	2.000 EACH	.		.	
1270	653.0222 JUNCTION BOXES 18X12X6-INCH	12.000 EACH	.		.	
1280	654.0205 CONCRETE CONTROL CABINET BASES TYPE 7	1.000 EACH	.		.	
1290	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	330.000 LF	.		.	
1300	655.0625 ELECTRICAL WIRE LIGHTING 6 AWG	1,904.000 LF	.		.	
1310	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. STATION 7+00, 50.0' LT.	LUMP	LUMP		.	
1320	690.0150 SAWING ASPHALT	143.000 LF	.		.	
1330	690.0250 SAWING CONCRETE	100.000 LF	.		.	
1340	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	500.000 DOL	1.00000		500.00	
1350	715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES	10,062.000 DOL	1.00000		10062.00	
1360	999.1500.S CRACK AND DAMAGE SURVEY	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1370	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	1,000.000 HRS	5.00000		5000.00	
1380	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	450.000 HRS	5.00000		2250.00	
1390	SPV.0035 SPECIAL 01. TOPSOIL SPECIAL	14.000 CY	.		.	
1400	SPV.0035 SPECIAL 02. PLANTING MIXTURE	132.000 CY	.		.	
1410	SPV.0045 SPECIAL 01. TEMPORARY CROSSWALK ACCESS	275.000 DAY	.		.	
1420	SPV.0060 SPECIAL 01. UTILITY LINE OPENING (ULO)	11.000 EACH	.		.	
1430	SPV.0060 SPECIAL 02. ADJUSTING MANHOLE COVERS SPECIAL	3.000 EACH	.		.	
1440	SPV.0060 SPECIAL 03. MANHOLE COVER TYPE SPECIAL LOGO	3.000 EACH	.		.	
1450	SPV.0060 SPECIAL 04. INLET COVER TYPE H SPECIAL LOGO	8.000 EACH	.		.	
1460	SPV.0060 SPECIAL 05. PERENNIALS, DAYLILY (HAPPY RETURNS), CG, 1 GAL.	48.000 EACH	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
1470	SPV.0060 SPECIAL 06. PERENNIALS, NEPETA (WALKERS LOW), CG, 1 GAL.	37.000 EACH	.		.	
1480	SPV.0060 SPECIAL 07. MOVING PARK SIGN AND SUPPORTS	1.000 EACH	.		.	
1490	SPV.0060 SPECIAL 08. LUMINAIRES UNDERDECK	12.000 EACH	.		.	
1500	SPV.0060 SPECIAL 09. DECORATIVE LIGHT POST TOP UNIT	10.000 EACH	.		.	
1510	SPV.0060 SPECIAL 10. LIGHTING CONTROL CABINET	1.000 EACH	.		.	
1520	SPV.0090 SPECIAL 01. CONCRETE CURB AND GUTTER 24-INCH TYPE D	125.000 LF	.		.	
1530	SPV.0090 SPECIAL 02. PARAPET CONCRETE TYPE 'TX'	827.000 LF	.		.	
1540	SPV.0090 SPECIAL 03. SHOVEL CUT EDGING	315.000 LF	.		.	
1550	SPV.0090 SPECIAL 04. CONSTRUCTION STAKING MULTI-USE PATH	660.000 LF	.		.	
1560	SPV.0105 SPECIAL 01. CONSTRUCTION ACCESS	LUMP	LUMP		.	
1570	SPV.0165 SPECIAL 01. CONCRETE SIDEWALK 8-INCH	2,790.000 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1580	SPV.0165 SPECIAL 02. ANTI-GRAFFITI COATING	10,475.000 SF	.		.	
1590	SPV.0165 SPECIAL 03. CUT-STONE BOULDERS	74.000 SF	.		.	
1600	SPV.0165 SPECIAL 04. WALL MODULAR BLOCK GRAVITY LRFD	485.000 SF	.		.	
1610	SPV.0180 SPECIAL 01. FASCIA PANELS	413.000 SY	.		.	
1620	SPV.0180 SPECIAL 02. SHREDDED HARDWOOD BARK MULCH	407.000 SY	.		.	
1630	SPV.0195 SPECIAL 01. EXCAVATION, HAULING, AND DISPOSAL OF CONTAMINATED SOIL	265.000 TON	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**