

**HIGHWAY WORK PROPOSAL**

Proposal Number:

**53**

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

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Fond du Lac	1420-23-71	WISC 2015 306	Fond du Lac Bypass CTH T Overpass	USH 151

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.

Attach Proposal Guaranty on back of this PAGE.

Proposal Guaranty Required, \$ 330,000.00 Payable to: Wisconsin Department of Transportation Bid Submittal Due Date: May 12, 2015 Time (Local Time): 9:00 AM Contract Completion Time November 18, 2016 Assigned Disadvantaged Business Enterprise Goal 6%	Firm Name, Address, City, State, Zip Code <div style="text-align: center; font-size: 2em; font-weight: bold;">                     SAMPLE                      NOT FOR BIDDING PURPOSES                 </div> This contract is exempt from federal oversight.
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This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the plans, Highway Work Proposal, and all addenda, and has checked the same in detail before submitting this proposal or bid; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal bid.

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

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

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

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

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

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

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

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

Notary Seal

**For Department Use Only**

Type of Work Common excavation, borrow excavation, prefabricated vertical drains, base course, HMA pavement, concrete pavement, concrete curb and gutter, retaining wall (R-20-46), and bridge construction (B-20-227).	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Effective with August 2007 Letting

### BID PREPARATION

#### Preparing the Proposal Schedule of Items

##### **A General**

- (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)

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

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

**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**

**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)





**DECEMBER 2000**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR-1273 - "Required Contract Provisions Federal Aid Construction Contracts," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

## Special Provisions

### Table of Contents

Article	Description	Page #
1.	General.....	3
2.	Scope of Work. ....	3
3.	Prosecution and Progress. ....	3
4.	Traffic. ....	5
5.	Public Convenience and Safety. ....	8
6.	Holiday and Other Work Restrictions.....	9
7.	Utilities.....	9
8.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.....	25
9.	Notice to Contractor – Street Sweeping.....	25
10.	Environmental Protection, By-Pass Pumping.....	25
11.	Construction Dewatering. ....	25
12.	Permanent Restoration. ....	26
13.	Coordination with Businesses.....	26
14.	Survey Monument Coordination.....	26
15.	Removing Manholes, Item 204.0210; Removing Inlets, Item 204.0220.....	27
16.	QMP Subgrade.....	27
17.	QMP Base Aggregate. ....	36
18.	QMP Ride; Incentive IRI Ride, Item 440.4410.S.....	44
19.	Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.....	51
20.	QMP HMA Pavement Nuclear Density.....	52
21.	Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.....	59
22.	Concrete Staining Multi-Color B-20-227, Item 517.1015.S.01; R-20-46, Item 517.1015.S.03. ....	62
23.	Architectural Surface Treatment B-20-227, Item 517.1050.S.01; R-20-46, Item 517.1050.S.03. ....	64
24.	Salvaged Topsoil.....	65
25.	Landscape Planting Surveillance and Care Cycles.....	65
26.	Traffic Control. ....	66
27.	Anchor Assemblies Light Poles on Structures, Item 657.6005.S.....	67
28.	Drainage Blanket, Item SPV.0035.01.....	67
29.	Miscellaneous/Incidental Construction.....	68
30.	Topsoil Special, Item SPV.0035.03.....	71
31.	Coloring Concrete Brown, Item SPV.0035.04. ....	72
32.	Vibrating Wire Piezometer Instrumentation System Delivered, Item SPV.0060.01.....	73
33.	Settlement Gauge, Item SPV.0060.02. ....	77
34.	Temporary Slope Drain, Item SPV.0060.12.....	79
35.	Cap Drain Tile, Item SPV.0060.13.....	80
36.	Adjusting Water Service Curb Stop, Item SPV.0060.20.....	80
37.	Adjusting Water Valve Box, Item SPV.0060.21.....	81
38.	Adjusting Sanitary Manhole Cover, Item SPV.0060.23.....	82

39.	Reconstruct Sanitary Sewer Manhole Cover, Item SPV.0060.24. ....	83
40.	Electrical Service. ....	84
41.	Lighting Systems, General. ....	84
42.	Lighting Meter/Load Center, Item SPV.0060.40. ....	85
43.	Municipal Light Poles, Item SPV.0060.41. ....	86
44.	Municipal Mast Arms, 6-FT, Item SPV.0060.42. ....	87
45.	Municipal Transformer Bases, Item SPV.0060.44. ....	88
46.	Municipal LED Luminaires, Type 1, Item SPV.0060.45. ....	89
47.	Crash Cushions Temporary Left in Place, Item SPV.0060.71. ....	91
48.	Street Sweeping, Item SPV.0075.01. ....	91
49.	Prefabricated Vertical Drains, Item SPV.0090.01. ....	92
49.	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 53x83-Inch, Item SPV.0090.02. ....	94
50.	Pedestrian Safety Fence, Item SPV.0090.03; Pedestrian Safety Fence Left in Place, Item SPV.0090.13. ....	95
51.	Storm Sewer Pipe PVC 6-Inch; Item SPV.0090.04. ....	97
52.	Pre-Boring for Prefabricated Vertical Drains, Item SPV.0090.05. ....	97
53.	Railing Tubular Screening Galvanized B-20-227, Item SPV.0090.08; R-20-46, Item SPV.0090.09. ....	98
54.	Concrete Barrier Temporary Left in Place, Item SPV.0090.12. ....	101
55.	Geotechnical Instrumentation (CTH V), Item SPV.0105.01; (CTH T), Item SPV.0105.02. ....	102
56.	Water for Seeded Areas, Item SPV.0120.01. ....	111
57.	Prestressed Precast Concrete Wall Panel, Item SPV.0165.01. ....	112
58.	Wall Wire Faced Mechanically Stabilized Earth LRFD/QMP, Item SPV.0165.02. ....	118
59.	Concrete Sidewalk 8-Inch, Item SPV.0165.03. ....	130
60.	Shredded Hardwood Bark Mulch, Item SPV.0180.01. ....	130

## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for 1420-23-71, Fond du Lac Bypass, CTH T Overpass, USH 151, Fond du Lac 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, 2015 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 (20141107)

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

The work under this contract shall consist of common excavation, borrow excavation, wick drains, base course, HMA pavement, concrete curb and gutter, retaining wall (R-20-46), and bridge construction (B-20-227) 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 contract time for completion is based on the expedited work schedule and may require extraordinary forces and equipment.

#### **Definitions**

A weekday is a calendar day from Monday 6:00 AM to Friday 12:00 PM.

A weekend day is a calendar day from Friday 12:01 PM to Monday 5:59 AM.

## **Interim Liquidated Damages**

### **CTH V and Reinhardt Road Intersection**

Close CTH V for a maximum of 30 calendar days to complete west, south, and east legs of the CTH V intersection with Reinhardt Road (Stage 1C). Re-open Reinhardt Road prior to 12:01 AM November, 13, 2015. Do not reopen until completing the following work: HMA pavement, pavement marking, temporary signing.

If the contractor fails to complete all work to open the west, south, and east legs of the CTH V intersection with Reinhardt Road (Stage 1C) to through traffic within a 30 calendar days of closing CTH V, the department will assess the contractor \$1,810 for each calendar day contract work remains incomplete beyond 30 calendar days schedule. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM. Do not reopen until all necessary work is completed to open the road as approved by the engineer.

### **CTH V Bridge Fills**

Complete the installation of prefabricated vertical drains (PVD), and all fills above the PVD (within 1 foot of finished subgrade elevations) prior to 12:01 AM December 11, 2015.

If the contractor fails to complete the installation of prefabricated vertical drains (PVD), and all fills above the PVD (within 1 foot of finished subgrade elevations) prior to 12:01 AM December 11, 2015, the department will assess the contractor \$1,810 for each calendar day contract work remains incomplete beyond 12:01 AM December 11, 2015. An entire calendar day will be charged for any period of time within a calendar day that the fills are not in place beyond 12:01 AM.

### **CTH T Bridge Fills**

The east leg of the USH 151/CTH T intersection will not be closed until Lynn Avenue has been constructed and is open to traffic between Wisconsin American Drive and CTH K. It is anticipated that Lynn Avenue will be open to traffic on or before Friday, August 14, 2015.

Complete the installation of prefabricated vertical drains (PVD), and all fills above the PVD (within 1 foot of finished subgrade elevations) prior to 12:01 AM December 11, 2015.

If the contractor fails to complete the installation of prefabricated vertical drains (PVD), and all fills above the PVD (within 1 foot of finished subgrade elevations) prior to 12:01 AM December 11, 2015, the department will assess the contractor \$1,810 for each calendar day contract work remains incomplete beyond 12:01 AM December 11, 2015. An entire calendar day will be charged for any period of time within a calendar day that the fills are not in place beyond 12:01 AM.

It is anticipated that 90% of the settlement will occur within the first three months of having the fills placed. The contractor will not be allowed to begin any bridge foundation construction until March 14, 2016 or 90% of the estimated settlement has occurred or readings from the settlement gauges has leveled off as determined by the department.

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

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

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

Prosecution and progress meetings will be held once a week. The contractor's superintendent or appointed representative shall attend and provide an update of the next week's operations, including proposed roadway closures.

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

Complete the work under this contract in a staged sequence as shown in the plan. The traffic control plans show detail of the work zone activities and the routing of traffic for each stage and phase.

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

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

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

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

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

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

(NER41-20110217)

**Wisconsin Lane Closure System Advanced Notification**

*Supplement standard spec 107.8 with the following:*

At least 14 days prior to the preconstruction meeting submit to the engineer for approval a schedule of closures necessary for completion of the contract. Identify general information including the construction activity requiring a closure, location of closure, type of closure, duration of closure, and times of closure.

All closures must be in accordance to the contract unless approved by the engineer. Submit any changes to the traffic control plan or other traffic related requirements of the contract to the engineer for approval at a minimum of 14 calendar days prior to the closure.

Review the closure schedule with the engineer at the preconstruction meeting. Within five days after the meeting, the engineer will accept the contractor’s initial schedule or request additional information. Provide additional information requested by the engineer within five days after the request. Provide the engineer with an updated closure schedule whenever changes are necessary.

Provide the engineer a detailed closure schedule weekly, by noon on Wednesday, that covers planned closures for the following two weeks. Include detailed information on the construction activity, location, type, duration, and time of closures. Verify with the engineer that the closure is approved in the Wisconsin Lane Closure System prior to implementing the closure. Immediately notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

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

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

Non-compliance with the above requirements may result in non-approval of a closure.

No time extensions as described in standard spec 108.10 will be granted for non-approval of a closure. The department will not assume damages accrued due to non-approval of a closure, including but not limited to mobilization costs, traffic control costs, and other damages for delays to the contract.

Notify the engineer if there are any changes in the schedule, early completions, or cancellations for scheduled work.

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

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 492-5641 (secondary contact number is (920) 492-7719) three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

### **Rolling Closures**

For structure-related work over live traffic lanes, including the setting of girders, both directions for USH 151 may be closed for periods not to exceed 20 minutes between the hours of 10:00 PM Sunday, Monday, Tuesday, Wednesday, and Thursday nights to the following morning at 5:00 AM. Allow all vehicle backups to clear the project area prior to setting up the next rolling closure during the above timeframe. The department has contracted with the Wisconsin State Highway Patrol to assist with traffic control operations by setting up rolling roadblocks for these closures. Coordinate with Northeast Region Traffic Section at (920) 492-5641 (secondary contact number is (920) 492-7719), on these road closures and provide 72 hours prior notice to the engineer.

### **Lane Width**

Maintain traffic with a minimum of 11-foot travel lanes at all times on all roadways unless otherwise noted within this article, or in the plans.

### **General Access**

U-Turns at existing maintenance crossovers or temporary crossovers between USH 151 northbound and southbound will be allowed when lane closures are in place for inside northbound and southbound passing lanes.

Construction operations affecting the traveling public's safety on USH 151 will not be allowed during snow and ice conditions, or any other adverse weather conditions, unless approved by the engineer.

### **USH 151**

Do not close lanes of USH 151 on weekend days in the following stages: V1, V2, T1A, and T2 through T4. Use temporary tape for all continuous lane closures longer than seven calendar days.

The single lane remaining open to through traffic during lane closures on northbound and southbound USH 151 shall have a minimum clear width of 16' (including shoulders) from face to face of temporary barrier, parapet wall, beam guard, and/or traffic drums.

If concurrent lane closures in the same direction of USH 151 are necessary, connect the lane closures. Close the same lane (i.e. northbound inside lane) in both locations.

Coordinate lane closures and traffic control devices with adjacent Project 1420-22-71, Fond du Lac Bypass, USH 151/CTH V Interchange.

Coordinate lane closures and traffic control devices with adjacent Project 1420-26-71, Fond du Lac Bypass, USH 151/DuCharme Intersection.

### **Prairie Trail**

Keep Prairie Trail open to the public at all times. Provide Pedestrian Safety Fence Left in Place at the CTH V overpass between USH 151 and the Trail and adjacent to the fill. Provide Pedestrian Safety Fence at the CTH T overpass adjacent to the fill. Provide necessary overhead protection to maintain the Trail during overhead construction on B-20-0227. Utilize flagging operations to maintain Trail traffic during stages T1A, T1B, and V1A for construction of the tie-ins between the temporary trail, the existing trail, and the permanent trail. Temporary Prairie Trail shall be paved with 3" of temporary asphaltic surface, having an ADA compatible cross slope of 1.5%.

### **CTH V**

After completion of the intersection of Reinhardt Road and CTH V in Stage 1C, provide an all-way stop condition at the intersection.

### **CTH V Business Access**

Provide full access for the commercial entrance off the west side of the CTH V, immediately north of USH 151. Provide access to USH 151 via the existing intersection of CTH V and USH 151.

### **Private Driveways**

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

## **5. 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.

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

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

Fond du Lac County Sheriff's Department  
Wisconsin State Patrol  
US Post Office  
City of Fond du Lac Fire Department  
Fond du Lac School District

The Fond du Lac County Public Safety Communications 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor in the event of an emergency.

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

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 151 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following periods:

- From noon Thursday, July 2, 2015 to 6:00 AM Monday, July 6, 2015 for Independence Day;
- From 6:00 AM Wednesday, July 15, 2015 to 6:00 AM Monday, July 20, 2015 for the Fond du Lac County Fair;
- From noon Thursday, September 3, 2015 to 6:00 AM Wednesday, September 9, 2015 for Labor Day;
- From noon Thursday, May 26, 2016 to 6:00 AM Wednesday, June 1, 2016 for Memorial Day
- From noon Friday, July 1, 2016 to 6:00 AM Wednesday, July 6, 2016 for Independence Day;
- From 6:00 AM Wednesday, July 13, 2016 to 6:00 AM Monday, July 18, 2016 for the Fond du Lac County Fair;
- From noon Thursday, September 1, 2016 to 6:00 AM Wednesday, September 7, 2016 for Labor Day.

Prior to preparing bids, verify the dates of each festival or event listed to obtain current dates for work restrictions.

## **7. Utilities.**

This contract comes under the provision of Administrative Rule Trans 220.  
107-065 (20080501)

There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the Regional Office during normal working hours.

There are utility facilities within 3 feet of clearance between the back of existing and proposed curb limits.

Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide a good faith notice to both the engineer and the affected utility of when the utility is to start work at the site. Unless specified otherwise in this article, provide this notice 14 to 16 calendar days in advance of when you anticipate the prior work being completed and provide a confirmation notice to the engineer and the utility 3 to 5 working days before the site will be ready for the utility to begin its work.

### **CTH T**

#### **Alliant Energy – Electric (CTH T)**

Alliant Energy has existing overhead and underground electric facilities located throughout the project area. Overhead facilities run along the south side of existing CTH T throughout the entire project with multiple crossings at Stations 594+10, 604+25, 610+85 and 627+80. There are multiple underground crossings at Stations 617+10 and 619+60. Underground facilities are also located at Station 10+75 to 14+55 LT on Country Creek Drive and Station 30+55 to 32+75 LT on Fourth Street Way.

Alliant Energy plans to replace and relocate the existing overhead cable and poles to the new south right-of-way. Underground cable will be used starting at Station 605+65, 180' RT, continuing east under USH 151 to Station 618+70, 73' RT. One run of 5" duct will be installed under USH 151. The overhead line that feeds W4901 will be relocated within the north right-of-way and outside the slope intercepts, crossing at Station 594+10. The overhead line that feeds W4839 crossing near Station 604+25 will be relocated outside the north right-of-way and slope intercepts near the TLE boundary, with a new crossing at Station 598+08. The underground cable on the west side of Country Creek Drive going south will be relocated to the east side. The underground cable on the west side of Fourth Street Way will be relocated to the east side and cross at Station 618+95, two runs of 4" duct will be installed under the new road. The poles in the SW and NW corners of CTH T and K will be relocated.

All relocations will be done prior to construction. There should be no conflicts after the new facilities are in place. Existing underground cable, as shown on the plans, will be abandoned in place after Alliant Energy completes its construction project. All utilities should be assumed energized until verified by Alliant Energy personnel.

#### **Alliant Energy – Gas (CTH T)**

Alliant Energy has existing underground gas facilities located throughout the project area. The underground gas facilities run along the south side of existing CTH T throughout the entire project with multiple crossings at Stations 594+80, 604+75, 617+20, and 627+80.

Underground facilities can also be found on the west side of Country Creek Drive and the west side of Fourth Street Way.

Alliant Energy plans to replace the existing steel gas main and services with new plastic pipe. New 6" main will be installed along the south portion of the new right-of-way of CTH T. A new 4" main will be installed along the east side of CTH K in order that the main on the west side of Fourth Street Way can be abandoned. The main on the west side of Country Creek Dr. will be relocated to the east side. The service that feeds W4901 will be abandoned and replaced, crossing at Station 594+80. The service that feeds W4839 at Station 604+75 will be abandoned and relocated outside the north right-of-way and slope intercepts near the TLE boundary, crossing at Station 596+25. The underground crossing at Stations 617+20 will be abandoned and underground crossing at Station 627+80 will remain in place with no conflicts.

All relocations will be done prior to construction. There should be no conflicts after the new facilities are in place. Existing underground 4" steel gas main and 3/4" steel services, as shown on the plans, will be abandoned in place after Alliant Energy completes its construction project. All utilities should be assumed energized until verified by Alliant Energy personnel.

#### **ATC Management – Electric Transmission (CTH T)**

ATC has existing overhead electric facilities located within the project. A 138kV line crosses CTH T on the west end of project at Station 596+20 where the grade is changing by 1.46ft. This is acceptable to ATC as the minimum road clearance will be maintained. All OSHA safe working clearances to the 138kV line are to be maintained at all times. No stockpiling or staging of equipment/ materials and no spoils piles are to be kept under the line at any time. No grading around the ATC tower structure. If any of the grounding is disturbed contact ATC immediately for repairs.

Electric fields can build up on large vehicles from transmission lines and can cause induced voltage on insufficiently grounded equipment that is near the line. It will be the responsibility of the contractor to ground the equipment being used under the line to minimize this issue. Exercise caution when working and driving near the transmission structures to avoid damaging the steel members.

Conflicts are not anticipated.

#### **AT&T – Communication (CTH T)**

AT&T has existing underground communication facilities located throughout the project area. Underground facilities are located on the north and south side of CTH T and cross proposed and existing CTH T in numerous locations.

AT&T has three copper cables along the north right-of-way of existing CTH T throughout the project area which is in conflict with the proposed roadway realignment. AT&T proposes to abandon in place these cables and consolidate/replace within 3' of the new north right-of-way line of CTH T from Station 594+18 LT to Station 626+15 LT at a

minimum 3' below proposed subgrade to avoid conflict with the proposed grading and slope changes.

Crossing depths are as follows:

- Station 307+40 (USH 151) – 6 minimum below existing ditch bottoms.
- Station 30+80 (Fourth Street Way) – 4' minimum below existing pavement.

In addition, AT&T proposes to expose and relocate the cables and associated pedestal near Station 626+15 LT to the new right-of-way line or slope intercept to accommodate proposed grading in this area. The cables will remain in place east and west of the replacement section during construction.

AT&T has one copper cable along the south right-of-way of CTH T from beyond the east project limits to Station 595+90 RT where it turns south beyond the project limits. This cable is not in conflict and will remain in place during construction.

AT&T has one copper cable which crosses CTH T at Station 597+62 to the south right-of-way line, then turns east to the east side of County Creek Dr, where it turns south to beyond the project limits. This cable will be abandoned in place and replaced along the south right-of-way line of CTH T from a new crossing at Station 594+20 (4' below existing ditch bottoms) to beyond the south limits of the project along the west side of Country Creek Drive. From Station 595+80 RT to 599+35 RT. AT&T will coordinate with Alliant in this area due to limited space to explore joint opportunities and/or agreement on placing offsets from the right-of-way line.

AT&T has one copper cable which crosses CTH T near Station 604+65 to the south right-of-way line, then goes west to the west side of Country Creek Dr where it turns south to beyond the project limits. This cable will be abandoned in place.

AT&T has one copper cable which runs along the north right-of-way line of CTH T from the pedestal at Station 615+50 LT to the east right-of-way line of Fourth Street Way where it turns north to beyond the project limits. This cable is not in conflict and will remain in place.

AT&T has two cabinets located in easement along the south right-of-way of CTH T near Station 623+28 RT. These cabinets will be retired and removed from the field. Two replacement cabinets will be placed along the south right-of-way line near Station 623+22 RT behind the proposed slope intercepts. The cabinets will be located on within a 5' 10' concrete pad and will have an electrical service. AT&T will work with Alliant Energy in this area to coordinate placing work and allow apace along the right-of-way line for both utilities.

AT&T has three copper cables along the south right-of-way line of CTH T from the existing cabinets at Station 623+28 RT east to Station 626+15 where two cables turn north and cross to existing pedestals near Station 626+15 LT on the north side. The remaining cable continues east to a pedestal near Station 626+55 RT. The two northern cables will be

retired in place and from the cabinets at Station 623+28 RT to the pedestals on the north of CTH T near Station 626+15 LT and will not be replaced. The southern cable will be replaced along the new south right-of-way line from the proposed cabinets at Station 623+22 RT to Station 624+25 RT where it will tie into the existing cable southeast of the storm sewer outfall. The existing cable beyond Station 624+25 RT will remain in place from Station 624+15 RT east and south to beyond the project limits. AT&T will work with Alliant Energy in this area to coordinate placing work and allow space along the right-of-way for both utilities.

AT&T has one copper cable which crosses CTH T from the existing cabinets at Station 623+28 RT to the north right-of-way line and continues east to beyond the project limits. The cable will be replaced with a single cable crossing near Station 623+22 (5' minimum depth below existing ditch bottoms). The existing cable will be retired in place.

AT&T has one copper cable within the north right-of-way of CTH T which goes east from the pedestals near Station 626+15LT and then north in the west right-of-way of CTH K. This cable will be retired in place.

All relocations will be done prior to construction. There should be no conflicts after the new facilities are in place.

AT&T has one fiber cable and two associated hand holes within the right-of-way of CTH K which are not in conflict and will remain in place during construction. The western hand hole may require adjustment to accommodate proposed grading in the area. This work will be completed during construction. The contractor should contact Chuck Bartelt at (920) 929-1013 and allow five working days after the final grade is staked to complete the work.

#### **Charter – Communication (CTH T)**

Charter has existing overhead and underground communication facilities located throughout the project area. The overhead facilities run jointly with Alliant Energy – Electric along the south side of existing CTH T throughout the entire project with multiple crossings at Stations 596+00, 604+25, 627+80. The underground facilities are located on the south side from Station 617+00 to 618+00 and 623+00 to 628+00 with an underground crossing at Station 618+00. Facilities are also located at Station 10+75 to 14+55 LT on Country Creek Drive and Station 30+55 to 32+75 RT on Fourth Street Way. Charter plans to relocate overhead and underground facilities jointly with Alliant Energy – Electric prior to construction.

There should be no conflicts after the new facilities are in place. Existing underground cable, as shown on the plans, will be abandoned in place after Charter completes its construction project.

#### **City of Fond du Lac – Sanitary Sewer (CTH T)**

The City of Fond du Lac has existing underground sanitary sewer facilities located throughout the project area. Underground sanitary sewer facilities run from west to east on the south side of existing CTH T. No conflicts are anticipated however, sanitary sewer

manhole reconstruction, manhole adjustments, sewer extensions and abandonment will be conducted prior to construction or in conjunction with the project as further described.

The existing sanitary sewer will remain in service from the beginning of project to Station 604+09 and no conflicts are anticipated.

The City of Fond du Lac will install an 8-inch diameter PVC pipe sanitary sewer extension from an existing manhole at Station 604+09, 90' RT crossing CTH T to the north side to approximately Station 604+00, 125' LT. Installation will occur prior to construction by the City of Fond du Lac. Wick drains will not be installed at this location as shown in the plans.

The City of Fond du Lac will abandon in place the existing sanitary sewer line and remove manholes starting after the manhole at Station 604+09, 90' RT and up to a new manhole at Station 615+25, on reference line. Abandonment in place of the existing sanitary sewer pipe will occur prior to construction by the City of Fond du Lac.

The City of Fond du Lac will construct new sanitary sewer manholes at Stations 615+25, on reference line and 618+10, 9' RT. A new 8" diameter PVC sanitary sewer pipe will connect to the new manholes. The sanitary lateral going north at Station 615+25 will be reconnected. The existing 8" diameter sanitary sewer will be abandoned in place. A new 15" diameter PVC sanitary sewer pipe will extend south from the manhole at Station 618+10, 9' RT for a distance of 60 feet. The pipe will be plugged at this location. Installation and removals will occur prior to construction by the City of Fond du Lac.

The existing sanitary sewer will remain in service from Station 618+10 to the end of project and no conflicts are anticipated.

The City of Fond du Lac requires sanitary sewer manhole reconstruction or adjustment by the contractor at the following locations for existing sanitary sewer lines and associated appurtenances to remain:

1. Station 595+95, 41' RT: Adjusting Sanitary Manhole Cover
2. Station 599+90, 107' RT: Reconstruct Sanitary Sewer Manhole
3. Station 602+79, 100' RT: Reconstruct Sanitary Sewer Manhole
4. Station 604+09, 90' RT: Reconstruct Sanitary Sewer Manhole
5. Station 615+25, 0' RT: Reconstruct Sanitary Sewer Manhole
6. Station 618+10, 9' RT: Reconstruct Sanitary Sewer Manhole
7. Station 622+10, 23' RT: Adjusting Sanitary Manhole Cover
8. Station 626+04, 36' RT: Adjusting Sanitary Manhole Cover
9. Station 626+45, 19' RT: Reconstruct Sanitary Sewer Manhole

No other conflicts are anticipated.

### **City of Fond Du Lac – Water (CTH T)**

The City of Fond du Lac has existing underground water facilities lines located throughout the project area. Existing underground water facilities run from west to east on the north and south sides of CTH T. The underground facility starts on the north side of CTH T and crosses to the south side near Station 599+00. It then continues on the south side of the proposed roadway to Station 604+00. From Station 604+00 to 610+00 the underground line travels through the center of the proposed roadway. The facility then travels along the north side of the proposed roadway from Station 610+00, across Fourth Street Way to the end of the project. There are multiple crossings located at Stations 592+75, 596+55, 626+10 and 628+00. Underground facilities are also located at Station 11+00 to 14+50 RT on Country Creek Drive and Station 30+55 to 33+00 RT on Fourth Street Way.

The existing water main will remain in service from the beginning of project to Station 597+50 and no conflicts are anticipated.

The City of Fond du Lac will construct a new 12-inch diameter water main between Station 597+50 and Station 616+50 prior to construction.

The new location will be approximately 10' north of existing sanitary sewer from Station 597+75 to Station 601+60, then angles southeasterly to Station 602+50 where it will run 15' north of and parallel to the new south right-of-way of CTH T to Station 605+40, 152' RT. Thence running 35' north of and parallel to the south right-of-way of CTH T to approximately Station 608+00, 203' RT where it will run parallel with and 20' south of proposed storm sewer under Prairie Trail to 608+70.

The City of Fond du Lac will encase the new 12-inch diameter water main within a 24-inch diameter steel casing to be directionally bored underneath USH 151 from Station 608+70, 203' RT to Station 611+40, 125' RT. The new water line then runs parallel to and 15' north of the south right-of-way to Station 616+50 where it directly crosses CTH T and connects to an existing 12-inch water main at Station 616+50, 50' LT.

The existing water main will remain in service from Station 616+50 to the end of project and no conflicts are anticipated.

The City of Fond du Lac requires water valve and water service curb stop adjustments by the contractor at the following locations for existing water lines and associated appurtenances to remain:

1. Station 593+20, LT: Adjusting Water Valve
2. Station 593+25, LT: Adjusting Water Valve
3. Station 598+12, RT: Adjusting Water Valve
4. Station 615+43, LT: Adjusting Water Service Curb Stop
5. Station 616+17, LT: Adjusting Water Service Curb Stop
6. Station 617+30, LT: Adjusting Water Valve
7. Station 617+80, LT: Adjusting Water Valve
8. Station 618+50, LT: Adjusting Water Valve

9. Station 623+20, LT: Adjusting Water Valve
10. Station 626+10, RT: Adjusting Water Service Curb Stop
11. Station 626+30, LT: Adjusting Water Valve
12. Station 627+80, RT: Adjusting Water Valve
13. Station 627+82, RT: Adjusting Water Valve
14. Station 11+20, RT: Adjusting Water Valve

If the contractor requires additional adjustment materials and/or supplies to properly adjust the facilities described above, contact the City of Fond du Lac Water Utility for the necessary items.

The City of Fond du Lac will remove existing hydrants and abandon in place the existing water main, valves and curb stops between Stations 597+50 and 616+50 prior to construction. Water may remain in portions of abandoned water lines. An existing 24-inch diameter polyethylene casing underneath USH 151 will also be abandoned in place. The road/bridge contractor may encounter the abandoned polyethylene casing during bridge abutment and pier construction.

The City of Fond du Lac has fire hydrants that must be adjusted. The City of Fond du Lac will adjust them concurrently with construction operations under this contract at the following locations:

1. Station 593+20, 40' LT: Fire Hydrant
2. Station 618+30, 60' LT: Fire Hydrant
3. Station 623+20, 40' LT: Fire Hydrant
4. Station 627+75, 80' RT: Fire Hydrant

No other conflicts are anticipated.

### **Town of Empire Sanitary District #3 – Sanitary Sewer (CTH T)**

The Town of Empire Sanitary District #3 has existing underground sanitary sewer facilities located on the east end of the project. The underground facility starts on the south side of CTH T at a manhole located at Station 626+45, 19' RT and then continues east to a manhole located at Station 628+45, 22' RT beyond the construction limits of the project.

The manhole at Station 626+45, 19' RT will be reconstructed by the contractor to match the new roadway as detailed in the City of Fond du Lac – Sanitary utility article above. There is a flow meter located within this manhole and is connected to pedestal mounted metering equipment at Station 626+50, 38' RT by way of underground wiring. There are a minimum of two sets of wiring: one electrical and one for data transfer. The connection must remain undisturbed at all times. Contractor shall exercise care while grading around the pedestal mounted metering equipment.

The existing sanitary sewer, flow meter and monitoring equipment will remain in service during construction.

No other conflicts are anticipated.

## **CTH V**

### **Alliant Energy – Electric (CTH V)**

Alliant Energy has existing overhead and underground electric facilities located throughout the project area with multiple crossings. Overhead facilities run north/south along the west side of existing CTH V and east/west along the north side of existing Reinhardt Road. Underground facilities run along Wildlife Drive and near the intersection of Park Avenue and existing CTH V.

Alliant Energy has existing overhead and underground electric facilities from approximately 397'NB'+00 on the west side of USH 45 to the south, crossing the proposed Frontage Road at 140'EB'+00 and continuing to the south crossing USH 151 at 1305'RL'+12 where then it follows the south right-of-way of USH 151 and along the west side of USH 45 to the end of project. An underground limb jets out to the west at 395'NB'+50 from the overhead that travels along the west side of USH 45. An underground line crosses USH 45 at Station 394'NB'+50 and heads east.

Alliant Energy plans to replace and relocate the existing overhead and underground facilities that are in conflict with proposed improvements.

Alliant will install new underground electric facilities along the west side of existing CTH V from approximately Station 112'NB'+00 until just south of Lighthouse Village Road where a new pole will be located at approximately Station 91'OV'+79, 151' RT. The overhead line will proceed north on existing ATC poles crossing USH 151 and continuing north attached to ATC poles.

Alliant will remove the overhead electric crossing at Station 13'OV'+91 and remove the pole at Station 14'OV'+43, 86' RT. The underground service heading southwest from the pole at Station 13'OV'+70 LT will be replaced to avoid conflicts.

Alliant will relocate jointly with ATC for the overhead structure support located at Station 105'WB'+ 60 LT that will be removed and replaced with a new overhead structure located at Station 105'WB'+ 60, 27' LT. The new structure supporting Alliant's lines will be placed within the terrace area between the back of curb and sidewalk.

Alliant will remove the pole located at Station 141'NB'+57, 28' RT and install a new pole at Station 141'NB'+64, 39' RT. The overhead crossing to this new pole from the pole on the west side of CTH V will be preserved and raised to meet vertical clearance standards.

Alliant will remove the pole located at Station 143'NB'+03, 26' RT and install new pole at Station 143'NB'+07, 36' RT. The overhead crossing to this new pole from the pole on the west side of CTH V will be preserved and raised to meet vertical clearance standards

Alliant will remove the pole located at Station 146'NB'+92, 26' RT and install new pole at Station 146'NB'+92, 35' RT. The overhead crossing to this new pole from the pole on the west side of CTH V will be preserved and raised to meet vertical clearance standards

Alliant will remove existing overhead electric poles and lines from the north side of Reinhardt Road between existing CTH V and Station 123'RE'+00 LT. New overhead facilities will be placed along the south right-of-way of proposed Reinhardt Road with an overhead crossing located at approximately Station 123'RE'+00 and ties back into the existing overhead system heading easterly along the north side Reinhardt Road.

Alliant will install a new underground electric crossing underneath the Frontage Road from the existing pole located at Station 139'EB'+64, 67' RT. The underground crossing will cross at Station 139'EB'+64.

Alliant will remove the pole and anchors at Station 141'EB'+64, 45' LT and install new pole at Station 141'EB'+88, 83' LT. The existing underground electric in this area will be abandoned and new underground electric will be installed from the new pole location southerly along the right-of-way line.

All relocations will be done prior to construction except for the joint relocation associated with ATC. There should be no conflicts after the new facilities are in place. Existing underground cable, as shown on the plans, will be abandoned in place after Alliant Energy completes its construction project. All utilities should be assumed energized until verified by Alliant Energy personnel.

#### **Alliant Energy – Gas (CTH V)**

Alliant Energy has existing underground gas facilities located throughout the project area. The underground facility runs north/south along the west side of existing CTH V, east/west along the south side of existing Reinhardt Road and east/west along the north side of Wildlife Drive.

Alliant Energy has existing underground gas facilities from approximately 397'NB'+00 on the west side of USH 45 to the south, crossing the proposed Frontage Road at 140'EB'+00 and continuing to the south, crossing USH 151 at 1305'RL'+12 where then it follows the south right-of-way of USH 151 and along the west side of USH 45 to the end of project.

Alliant Energy plans to replace and relocate the existing underground facilities that are in conflict with proposed improvements.

Alliant will install a new 4" plastic underground gas facility along the west side of CTH V near the right-of-way from Station 107'NB'+00 to Station 147'NB'+00 at various offsets to avoid conflicts with proposed construction. The new underground gas crossing of USH 151 will be directional bored at a depth to avoid conflicts with proposed construction.

Alliant will abandon in place an existing 4" steel underground gas facility along the west side of CTH V from Station 107'NB'+00 to Station 147'NB'+00 at various offsets that are in conflict with proposed construction. This includes abandoning the underground gas line heading east at approximately Station 15'OV'+00 RT.

Alliant will install a new 4" plastic underground gas crossing of proposed CTH V at Station 112'NB'+00.

Alliant will abandon in place an existing 4" plastic underground gas crossing of proposed CTH V at Station 133'NB'+42.

Alliant will replace the underground gas service crossings at Station 142'NB'+84 and at Station 143'NB'+64.

The existing underground gas facility from Station 147'NB'+00 to the end of the project will remain in service during construction with no anticipated conflicts.

Alliant will abandon in place the existing 4" plastic underground gas line from the south side of Reinhardt Road between existing CTH V and Station 123'RE'+20 RT.

Alliant will install a new 4" plastic underground gas facility along the south right-of-way of proposed Reinhardt Road and will tie back into the existing underground system at approximately Station 123'RE'+20 RT where it will continue to head easterly along the south side Reinhardt Road.

The existing 10" steel high pressure underground gas facility crossing the Frontage Road at Station 139'EB'+87 will remain in place with no conflicts anticipated.

The existing 10" steel high pressure underground gas facility crossing along the north side of the Frontage Road from Station 139'EB'+87 to Station 141'EB'+67 will remain in place with no conflicts anticipated.

All relocations will be done prior to construction. There should be no conflicts after the new facilities are in place. Existing underground gas main and services, as shown on the plans, will be abandoned in place after Alliant Energy completes its construction project. All utilities should be assumed energized until verified by Alliant Energy personnel.

#### **ATC Management – Electric Transmission (CTH V)**

ATC has existing overhead electric 138kV transmission facilities located throughout the project. ATC has overhead facilities located on the west side of existing CTH V running north/south the entire project length of CTH V. This facility has an overhead crossing of both Old CTH V North and Park Avenue. This facility also branches off with a transmission facility that heads west from an overhead structure located in the northwest quadrant of USH 151 and CTH V. ATC also has overhead facilities located near the frontage road connection with USH 45 running in an east/west fashion. This facility has an

overhead crossing of the frontage road at Station 141'EB'+50, USH 45 at Station 392'NB'+50 and USH 151 at Station 1319'RL'+00.

ATC has an existing overhead structure support located at Station 105'WB'+60 LT that will be removed and replaced with a new overhead structure located at Station 105'WB'+60, 27' LT. The new structure will be placed within the terrace area between the back of curb and sidewalk.

ATC has an existing overhead structure support located at Station 142'EB'+00 LT that will be removed and replaced with a new overhead structure located at Station 141'EB'+90, 33' LT.

The anticipated start date for both removals and replacements is October 1, 2015 and will require 30 working days to complete the work by ATC.

Overhead lines will remain energized within the work area during roadway construction. Maintain OSHA electrical approach distances to 138 kV lines at all times. Use caution at all times while working around all transmission facilities. Notify ATC at least five working days prior to any excavation within 20 feet of STC structures.

The following activities within 40 feet of either side of the ATC transmission must be reviewed and approved by ATC prior to commencement:

- Placement of temporary fill material.
- Storage of spoils.
- Any changes in final plan grades.
- Any changes to existing grade where no earthwork is planned.

ATC anticipates construction activity concurrent with the construction contract. Contractor shall provide unrestricted access to ATC work areas during ATC construction and to all areas during any electrical system emergencies.

ATC will coordinate with Alliant Energy and Charter during ATC's construction operations for adjustment and attachment of their facilities that co-exist on ATC overhead structures.

Contact ATC for an actual schedule of construction.

No other conflicts are anticipated.

#### **AT&T – Communication (CTH V)**

AT&T has existing underground communication facilities located throughout the project area. Underground facilities are located along the east side of CTH V and cross proposed and existing CTH T in numerous locations. Underground facilities exist on the north side of Reinhardt Road, cross underneath USH 151, frontage road near US 45, USH 45 and along the east side of USH 45 until off the end of the project.

AT&T has one copper cable along the east right-of-way of CTH V from Station 146'NB'+85 RT to Reinhardt Road where it terminates in an existing crossbox in the NE quadrant of CTH V and Reinhardt Road. This cable may be in conflict with proposed grading, storm sewer installations and sidewalks and will be replaced along the west right-of-way line of Old CTH V from an existing pedestal near Station 146'NB'+85 RT to an existing pedestal at Station 10'OV'+70 RT where it will tie into the existing cable going south (which will remain in place) to the crossbox. The new cable will be placed at sufficient depth as to avoid conflict with proposed grading and storm structures as well as existing utilities in the area. The pedestal at Station 10'OV'+70RT will be adjusted to match the final fill elevation. The existing cable will be retired in place and the associated pedestals removed. The pedestal at Station 146'NB'+85RT will be relocated outside the sidewalk footprint as part of the cable replacement. This work will be completed prior to construction.

AT&T has one buried copper cable which extends north from a pedestal at Station 100'V'+70 RT north and crosses Old CTH V near Station 12'OV'+70 to feed the service station on the west side of Old CTH V. This cable may be in conflict with proposed grading near Station 11'OV'+00. This cable will be replaced in the same trench as one above and will pick up the existing cable at the right-of-way line near Station 12'OV'+70 LT. The existing cable will be retired in place. This work will be completed prior to construction.

AT&T has one copper cable which extends west from the crossbox located in the northeast quadrant of CTH V and Reinhardt Road which crosses Old CTH V and continues west beyond the project limits. This cable is not in conflict and will remain in place.

AT&T has one copper cable which extends south from the crossbox located in the northeast quadrant of CTH V and Reinhardt Road to the south side of Old Reinhardt Road. This cable is not in conflict and will remain in place.

AT&T has one copper cable which extends south along Old CTH V from a pedestal in the southeast quadrant of Old Reinhardt Road to beyond the south project limits. This cable may be in conflict with proposed ditching from Station 98'RE'+00 RT to Station 98'RE'+50 RT. This cable will be lowered to a depth of 6' to accommodate the grade changes in this area. In addition, the pedestal in proposed pavement near Station 98'RE'+00 RT will be removed and the associated splice buried to avoid conflict. The remaining portion of the cable will remain in place during construction. This work will be completed prior to construction.

AT&T has one copper cable which extends west from a pedestal in the SE quadrant of Old Reinhardt Road to the west right-of-way line of Old CTH V then turns south and feeds lateral cables going west into the Wildlife Drive subdivision. This cable may be in conflict with proposed ditch grading near Station 90'RE'+25 LT. This cable will be replaced from the aforementioned pedestal west to an existing pedestal along the west right-of-way line of Old CTH V near Station 91'RE'+75 RT at sufficient depth to accommodate the

proposed grading. The existing cable will be retired in place. This work will occur prior to construction.

AT&T has one copper cable which extends east from the crossbox located in the northeast quadrant of Old CTH V and Old Reinhardt Road to beyond the east project limits. This cable will be replaced along the south right-of-way of New Reinhardt Road from beyond the west limits to a pedestal near Station 108'NB'+75 RT of New CTH V. The cable will be placed along the new right-of-way line at sufficient depth to accommodate the proposed grades and provide clearance for the installation of Alliant's pole line. The existing cable will be retired in place or removed where aerial along with any associated poles. This work will occur prior to construction.

AT&T has one copper cable and one fiber cable in the same trench from a pedestal along the east side of USH 45 near Station 398'NB'+60 RT south to where it crosses USH 45 near Station 396'NB'+35 to the west right-of-way line of USH45. The cable continues to follow the right-of-way fence line south and west and crosses the proposed Frontage Road near Station 140'EB'+05 before continuing south beyond the project limits. These cables may be in conflict with proposed storm sewers near Station 140'EB'+05 and Station 397'NB'+40. These cables will be potholed to determine their elevation and adjusted to provide up to 1' of clearance (if required). The cables should not be conflict with proposed grading in the area and will remain in place.

All relocations will be done prior to construction. There should be no conflicts after the new facilities are in place.

#### **Charter – Communication (CTH V)**

Charter has existing overhead and underground communication facilities located throughout the project area with overhead facilities coexisting with both ATC and Alliant Energy overhead poles. Overhead and underground facilities are located on the west side of existing CTH V running north/south with multiple crossings. There is an underground crossing of USH 151 west of CTH V with no anticipated conflicts. Overhead facilities cross both Lighthouse Village Road and Wildlife Drive. Overhead facilities are located on the north side of existing Reinhardt Road running east/west. An underground facility exists on the east side of USH 45 running north and south. Charter plans to relocate overhead and underground facilities jointly with Alliant Energy – Electric prior to construction.

The underground crossing of USH 151 west of CTH V will remain in service with no anticipated conflicts.

There should be no conflicts after the new facilities are in place. Existing underground cable, as shown on the plans, will be abandoned in place after Charter completes its construction project.

### **City of Fond du Lac – Sanitary Sewer (CTH V)**

The City of Fond du Lac has existing underground sanitary sewer facilities located within the project limits. Underground sanitary sewer facilities run along existing CTH V from the south end of the project near Station 13'OV'+00 to the north at Mustang Lane. An existing underground sanitary sewer line and manhole stub exists north of the frontage road at Station 126'EB'+50, LT. Underground sanitary sewer facilities also run from approximately Station 97'OV' + 25 to just north of USH 151 on existing CTH V.

The City of Fond du Lac will relocate a sanitary sewer manhole from its current location of Station 126'EB'+65, 78' LT to Station 126'EB'+65, 103' LT and existing sanitary sewer pipe will be removed. Relocation will occur prior to construction by the City of Fond du Lac.

The City of Fond du Lac requires sanitary sewer manhole reconstruction or adjustment by the contractor at the following locations for existing sanitary sewer lines and associated appurtenances to remain:

1. Station 143'NB'+21, 24' RT: Adjusting Sanitary Manhole Cover
2. Station 143'NB'+96, 16' RT: Adjusting Sanitary Manhole Cover
3. Station 240'SB'+02, 85' LT: Reconstruct Sanitary Sewer Manhole
4. Station 106'EB'+13, 37' RT: Reconstruct Sanitary Sewer Manhole
5. Station 12'OV'+99, 29' RT: Adjusting Sanitary Manhole Cover
6. Station 95'OV'+55, 83' RT: Adjusting Sanitary Manhole Cover

No other conflicts are anticipated.

### **City of Fond du Lac – Water (CTH V)**

City of Fond Du Lac has existing underground water facilities located throughout the project area. Underground water facilities run north/south on the west side of existing CTH V from Wildlife Drive north to the end of project. Underground water facilities also run down center of Wildlife Drive, Lighthouse Village Road and Park Avenue.

The City of Fond du Lac requires water valve and water service curb stop adjustments by the contractor at the following locations for existing water lines and associated appurtenances to remain:

1. Station 269'VAA'+13, 43' RT: Adjusting Water Valve
2. Station 105'EB'+36, 38' RT: Adjusting Water Valve
3. Station 105'EB'+56, 33' RT: Adjusting Water Valve
4. Station 143'NB'+58, 20' LT: Adjusting Water Valve
5. Station 144'NB'+23, 29' RT: Adjusting Water Service Curb Stop
6. Station 145'NB'+94, 35' RT: Adjusting Water Service Curb Stop
7. Station 146'NB'+70, 28' LT: Adjusting Water Service Curb Stop

- 8. Station 147'NB'+24, 29' RT: Adjusting Water Service Curb Stop
- 9. Station 11'OV'+05, 38' LT: Adjusting Water Valve
- 10. Station 13'OV'+08, 25' LT: Adjusting Water Valve
- 11. Station 95'OV'+45, 90'RT: Adjusting Water Valve

If the contractor requires additional adjustment materials and/or supplies to properly adjust the facilities described above, contact the City of Fond du Lac Water Utility for the necessary items.

The City of Fond du Lac has fire hydrants that must be adjusted. The City of Fond du Lac will adjust them concurrently with construction operations under this contract at the following locations:

- 1. Station 143'NB'+49, 28' LT: Fire Hydrant
- 2. Station 10'OV'+98, 43' LT: Fire Hydrant

No other conflicts are anticipated.

**Town of Empire Sanitary District #1 – Sanitary Sewer (CTH V)**

Town of Empire Sanitary District #1 has an existing underground sanitary facility located along the west side of the USH 45 corridor within the project limits. Underground sanitary facilities run from north to south on the west side of existing USH 45 crossing underneath USH 151 at Station 1311'RL'+85 and the Frontage Road at Station 142'EB'+80.

Conflicts are not anticipated.

**Town of Fond du Lac Sanitary District #4 – Sanitary Sewer (CTH V)**

Town of Fond du Lac Sanitary District #4 has existing underground sanitary facilities located within the project limits. An underground sanitary facility crosses underneath USH 151 at Station 1303'RL'+50 and underneath the frontage road at Station 137'EB'+50. A sanitary sewer extension parallels the north side of the frontage road from Station 129'EB'+00 LT to 137'EB'+50 LT. A separate underground sanitary facility crosses underneath USH 45 at Station 392'NB'+55 and crosses underneath the frontage road at Station 141'EB'+55.

The Town of Fond du Lac Sanitary District #4 will abandon in place the three sanitary manholes from Station 129'EB'+00 LT to 137'EB'+50 LT and slurry fill with concrete plugs the three lengths of sanitary sewer line connecting these manholes. The manhole located at Station 137'EB'+50 LT will be preserved and remain in service with no anticipated conflicts.

Abandonment will be done prior to construction.

No other conflicts are anticipated.

**8. 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 Bryan Learst at (920) 492-4139.  
107-054 (20080901)

**9. Notice to Contractor – Street Sweeping.**

All street sweeping due to contractors hauling operations is considered incidental to the contract. The contractor is responsible in keeping all public roadways clean and free from dirt and debris at all times. For this work provide a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material.

Cleaning of the roadway before traffic switches or cleaning of roadways from non-contractor vehicle traffic will be paid for under the contract item Street Sweeping.

**10. Environmental Protection, By-Pass Pumping.**

*Supplement standard spec 107.18 as follows:*

If by-pass pumping is required, the means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality prior to starting work that necessitates the by-pass pumping. The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan.  
(NER 11-0711)

**11. Construction Dewatering.**

This work shall conform with all local and state regulations, including, but not limited to, pertinent parts of the Wisconsin Administrative Code, Chapters NR 100-299, and requirements of the Erosion Control Implementation Plan (ECIP). Perform all work necessary to control, handle, and dispose of groundwater and surface water. Prior to any water from the dewatering system being discharged into a local ditch system or river, pump or drain the water to a sediment basin. Location and design of all sediment basins

shall be approved by the engineer. Discharge from sediment basins shall be essentially clear and shall not cause siltation or flooding in any existing drainage ditch or river. The cost of performing this work will not be paid for as a separate bid item but included with other items of work in the contract.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment, drainage and disposal facilities. Notify the engineer of any dewatering activities, obtain any permits necessary to discharge water, and provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin. If evidence of contamination, such as petroleum or organic product film or odors, is encountered, suspend dewatering activities and notify the environmental consultant to obtain guidance for the management of contaminated water.

(NER11-0127)

## **12. Permanent Restoration.**

Topsoil shall be placed and permanently restored as the height of the fills progresses. Areas of the project with fills heights less than 10 feet shall be topsoiled and restored once they reach the subgrade shoulder point height including out to the slope intercepts. Areas of the project with fill heights greater than 10 feet shall be topsoiled and permanent restoration placed once the fill height reaches 10 feet including out to the slope intercept. The remaining portion of the fill shall be topsoiled and restored once it reaches the subgrade shoulder point. The contractor shall show timing of these EC mobilizations as part of proposed schedule in the ECIP. All slopes from the subgrade shoulder point to the slope intercept shall be permanently restored at the time the project is shut down for the winter. All subgrade portion of the project shall have soil stabilizer type B applied.

## **13. Coordination with Businesses.**

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

108-060 (20030820)

## **14. Survey Monument Coordination.**

Notify the Northeast Regional Survey Coordinator, Cormac McInnis, (920) 492-5638, at least 30 days prior to the beginning of construction activities. The Regional Survey Coordinator will then make the arrangements to have the Public Land Survey Monument and Landmark Reference Monuments tied out.

After the majority of construction is complete (prior to restoration), notify the Survey Coordinator that the site is ready for the replacement of the monuments. The Survey Coordinator will then make arrangements to have the Public Land Survey Monument and Landmark Reference Monuments reset.  
(NER14-0429)

## **15. Removing Manholes, Item 204.0210; Removing Inlets, Item 204.0220**

*Supplement standard spec 204.3 with the following:*

Salvage all manhole and inlet castings for the Fond du Lac County Highway Department by placing the salvaged items inside of the highway right-of-way but outside of the construction limits. Contact Tom Janke at the Fond du Lac County Highway Department at (920) 929-3488 to arrange for pick up.

## **16. QMP Subgrade.**

### **A Description**

- (1) This special provision describes requirements for subgrade materials within the roadway foundation as defined in standard spec 101.3. Conform to standard spec 207 as modified in this special provision for all work within the roadway foundation at the locations the plans show.
- (2) Provide and maintain a quality control program. A quality control program is defined as all activities, including process control inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of subgrade which meets all the requirements of this provision.
- (3) Chapter 4 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes 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>

### **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 perform grading work before the engineer reviews and accepts the plan. Construct the project as the 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 the contractor's laboratory 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 process that will be used, and action time frames.
3. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
4. Location of the QC laboratory, retained sample storage, and control charts and other documentation.
5. A summary of the locations and calculated quantities to be tested under this provision.
6. An explanation regarding the basis of acceptance for material that cannot be tested by nuclear methods due to a high percentage of oversized particles.

## **B.2 Personnel**

- (1) Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a grading technician certified under HTCP at level I present at the site during all subgrade fill placement, compaction, and nuclear testing activities. Have a nuclear density technician certified under HTCP at level I perform field density and field moisture content testing.

## **B.3 Laboratory**

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

## **B.4 Equipment**

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM 4-15-12 and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at <http://www.atwoodsyste.ms.com/materials>. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge within 12 months before using it on the project. Retain a copy of the calibration certificate with the gauge.
- (3) Conform to ASTM D 2950 and CMM 4-5-90 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

## **B.5 Soil Source Study**

- (1) Conduct and submit a soil source study before beginning of grading operations. Ensure that this study identifies each distinct soil type on the project within the top 15 feet of cut areas and all borrow material. Provide the in-bank natural moisture content for each soil. Develop moisture-density curves for each identified soil type by utilizing AASHTO T 99 with a minimum of 5 individual points, and a zero air voids curve at a specific gravity of 2.65. Determine the maximum density and corresponding optimum moisture level for each soil type. Develop a site-specific family of Proctor curves for this contract from the completed soil source study and submit to the engineer for review and acceptance.
- (2) Perform characterization tests on each of the soil types selected for the soil source study. The tests include AASHTO T 89, AASHTO T 90, AASHTO T 27, and AASHTO T 11. Classify each soil type selected according to the AASHTO soil classification system based on the characterization tests. Do not begin grading operations until the engineer accepts the soil source study.
- (3) Use the soil types identified in the soil source study with corresponding maximum densities and optimum moisture values to determine the compaction compliance on the project. Continue the soil source study in those areas of cuts greater than 15 feet that were not accessible during the initial study. Include data on additional soil types if project conditions change. Ensure that tests of additional soil types are complete and the engineer accepts the results before incorporating the material into the roadway foundation.
- (4) Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department at:
  - Materials Management Section
  - 3502 Kinsman Blvd.
  - Madison, Wisconsin 53704
- (5) Retain and identify 2 representative samples of each Proctor. Submit one sample to the engineer. Retain one sample on site for use when performing textural identification.

## **B.6 Quality Control Documentation**

### **B.6.1 Control Charts**

- (1) Maintain separate control charts for the field density and field moisture content of each grading area. Designate grading areas within the project as follows:
  1. Embankment portions of the project, except within 200 feet of bridge abutments.
  2. Embankment within 200 feet of bridge abutments.
  3. Subgrade cut portions of the project.

4. Embankment in pipe culvert trenches.
  5. Structure and granular backfill placed at bridge abutments.
- (2) Ensure that all tests are recorded and become part of the project records. Plot required test results on the control charts. Include random and engineer-requested testing but only include the contractor's randomly selected QC test results in the 4-point running average. The contractor may plot other contractor-performed process control or informational tests on the control charts, but do not include them in 4-point running averages.
  - (3) Post control charts in an engineer-approved location and update daily. Ensure that the control charts include the project number, the test number, each test element, the applicable control limits, the contractor's individual test results, the running average of the last 4 data points, and the engineer's quality verification test data points. Use the control charts as part of a process control system for identifying potential problems and assignable causes. Format control charts according to CMM 4-15-12.
  - (4) Submit control charts to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

### **B.6.2 Records**

- (1) Document all observations, inspection records, adjustments to fill placement procedures, soil changes, and test results daily. Note the results of the observations and inspection records as they occur in a permanent field record.
- (2) Provide copies of the field density and field moisture running average calculation sheets, the one-point Proctor tests, records of procedure adjustments, and soil changes to the engineer daily.
- (3) Submit original testing records to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

## **B.7 Contractor Testing**

### **B.7.1 General**

- (1) Have a grading technician certified under HTCP at level I present during all subgrade fill placement, compaction, and testing. Have a nuclear density technician certified under HTCP at level I perform the testing for field density and field moisture content. During subgrade construction, use sampling and testing methods identified in the CMM 4-15-22 to perform the required tests at randomly selected locations at the indicated minimum frequency for each grading area.
- (2) Determine the cubic yards for testing based on a total load count system the engineer and contractor agree to.
- (3) For each test, provide the cubic yards represented and the test location to within 2 feet horizontally and 0.5 feet vertically.

### **B.7.2 Field Density and Field Moisture**

- (1) Perform the field density and field moisture tests using the nuclear density meter method according to AASHTO T 310. Ensure that each field density test material is related to one of the specific soil types identified in the soil source study in determining the percent compaction. Use textural identification as the primary method of establishing this relationship. Utilize the representative samples retained from the soil source study when performing the textural identification. Use a coarse particle correction according to AASHTO T 224.
- (2) If field density and field moisture tests cannot be performed by the nuclear density method due to a high percentage of oversized particles as determined according to AASHTO T 99, observe the placement of the embankment and document the basis of acceptance. Document daily quantities of untested embankment and locations where untested embankment is placed, and keep a cumulative quantity of untested embankment material for the duration of the project. Include the daily documentation and a summary of the cumulative quantity of untested embankment material with the project records.

### **B.7.3 One-Point Proctor**

- (1) Obtain a representative sample of the fill material and test according to AASHTO T 272. Compare the sample to the curves developed in the soils source study to determine the maximum dry density and optimum moisture. Use the appendix for AASHTO T 272 as a guide in this determination.

### **B.7.4 Testing Frequency**

#### **B.7.4.1 Subgrade Embankment**

- (1) Perform the required tests at the following frequencies:

<b>Test</b>	<b>Minimum Frequency</b>
Field Density and Moisture (AASHTO T 310)	One per 3,000 cubic yards.
One-Point Proctor (AASHTO T 272)	One per 9,000 cubic yards.

#### **B.7.4.2 Subgrade Embankment Within 200 Feet of Bridge Abutments**

- (1) Perform the required tests at the following frequencies:

<b>Test</b>	<b>Minimum Frequency</b>
Field Density and Moisture (AASHTO T 310)	One per 3,000 cubic yards.
One-Point Proctor (AASHTO T 272)	One per 9,000 cubic yards.

### **B.7.4.3 Subgrade Cut**

- (1) Perform the required tests at the following frequencies:

<b>Test</b>	<b>Minimum Frequency</b>
Field Density and Moisture (AASHTO T 310)	One per cut area. One per 2,000 linear feet per roadway.

### **B.7.4.4 Subgrade Embankment in Culvert Pipe Trenches**

- (1) Perform the required tests at the following minimum frequencies:

<b>Test</b>	<b>Minimum Frequency</b>
Field Density and Moisture (AASHTO T 310)	One per trench. For pipes larger than 40-inch diameter, 2 per trench on different lifts.
One-Point Proctor (AASHTO T 272)	One per 3,000 cubic yards.

### **B.7.4.5 Structure and Granular Backfill at Bridge Abutments**

- (1) Perform the required tests at the following minimum frequencies:

<b>Test</b>	<b>Minimum Frequency</b>
Field Density and Moisture (AASHTO T 310)	2 per abutment on different lifts.
One-Point Proctor (AASHTO T 272)	One per 3,000 cubic yards.

## **B.7.5 Compaction Zones**

### **B.7.5.1 Subgrade Embankment**

- (1) Embankment material placed within 6 feet of the finished subgrade elevation is classified as upper zone material. Material placed more than 6 feet below the finished subgrade elevation is classified as lower zone material.

### **B.7.5.2 Subgrade Embankment Within 200 Feet of Bridge Abutments**

- (1) All embankment material placed within 200 feet of bridge abutments is subject to the quality controls for upper zone material.

### **B.7.5.3 Subgrade Cut**

- (1) Subgrade material in cut areas is subject to the quality controls for upper zone material.

### **B.7.5.4 Subgrade Embankment in Culvert Pipe Trenches**

- (1) Material placed within culvert pipe trenches is subject to the quality controls for the zone that the material is located in.

### **B.7.5.5 Structure and Granular Backfill at Bridge Abutments**

- (1) All backfill material placed adjacent to bridge abutments is subject to the quality controls for upper zone material.

## **B.7.6 Control Limits**

### **B.7.6.1 Field Density**

- (1) The lower control limit for field density measurements in the upper zone is a minimum of 95% of the maximum dry density as determined by AASHTO T 99 or T 272 for the 4-point running average and a minimum of 92% of the maximum dry density for any individual test.
- (2) The lower control limit for field density measurements in the lower zone is a minimum of 93% of the maximum dry density as determined by AASHTO T 99 or T 272 for the 4-point running average and a minimum of 90% of the maximum dry density for any individual test.

### **B.7.6.2 Field Moisture Content**

- (1) The upper control limit for the field moisture content in the upper and lower zones is 105% of the optimum moisture as determined by AASHTO T 99 or T 272 for the 4-point running average.
- (2) The lower control limit for the field moisture content in the upper and lower zones is 65% of the determined optimum moisture for the 4-point running average. There is no lower control limit for the field moisture of material having less than 5% passing the No. 200 sieve.

## **B.7.7 Corrective Action**

- (1) Notify the engineer if an individual field density test falls below the individual test control limit. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer, to improve the density of the subgrade material. After corrective action, perform a randomly located retest within the represented quantity to ensure that the material is acceptable.
- (2) Notify the engineer if the field density or field moisture running average point falls below the running average control limit for field density or outside the control limits for field moisture. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer, to improve the quality of the material represented by the running average point. Retest each corrected area at a new random location within its represented quantity and determine a new 4-point running average. If the new running average is not acceptable, perform further corrective actions and retest at new random locations.
- (3) If the contractor's control data is proven incorrect resulting in a field density or field moisture point falling below the control limit for field density or outside the control limits for field moisture, the subgrade is unacceptable. Employ the methods described above for unacceptable material.

## **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 verification and independent assurance personnel for the project.
- (2) The department will provide field density and field moisture test results to the contractor on the day of testing. Test results from Proctor split samples will be provided to the contractor within seven business days after the sample has been received by the department.

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

- (1) The department will have an HTCP technician, or ACT under the direction of a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified for contractor testing personnel for each test being verified. The department will notify the contractor before testing so the contractor can observe QV testing.
- (2) The department will test field density and field moisture randomly at locations independent of the contractor's QC work. The department will use split samples for verification of Proctor testing. In all cases, the department will conduct the verification tests in a separate laboratory and with separate equipment from the contractor's QC tests.
- (3) The department will perform verification testing as follows:
  1. The department will conduct verification tests on Proctor split samples taken by the contractor. These samples may be from the Soil Source Study or the one-point Proctor or sample locations chosen by the engineer from anywhere in the process. The minimum verification testing frequency is one per 90,000 cubic yards, with at least one for each soil type identified in the Soil Source Study.
  2. The department will test the first split sample obtained by the contractor for the one-point Proctor. The engineer may select any contractor-retained sample for verification testing.
  3. The department will conduct at least one verification test for field density and field moisture per 30,000 cubic yards.
- (4) Plot verification tests on the contractor's quality control charts as specified in B.6.1. Do not include verification tests in the 4-point running average.
- (5) If verification tests are within specified control limits, no further action is required. If verification tests are not within specified control limits, the engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and

contractor's sampling and testing procedures and equipment. Both parties will document all investigative work.

- (6) Correct all deficiencies. If the contractor does not respond to an engineer request to correct a deficiency or resolve a testing discrepancy, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

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

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program, which 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) Plot the independent assurance tests on the contractor's quality control charts as specified in B.6.1. Do not include independent assurance tests in the 4-point running average.
- (3) 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 grading work 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) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming 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 tests 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.

**B.10 Acceptance**

- (1) The department will accept the material tested under this provision based on the contractor QC tests unless it is shown through verification testing or the dispute resolution process that the contractor's test results are in error.

**C (Vacant)**

**D (Vacant)**

**E Payment**

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

**17. QMP Base Aggregate.**

**A Description**

**A.1 General**

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

- (5) Chapter 8 of the department’s construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department’s web site at:

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

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

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

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

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

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

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

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

**B Materials**

**B.1 Quality Control Plan**

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.

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

**B.2 Personnel**

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

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

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

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

**B.3 Laboratory**

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

Materials Management Section  
3502 Kinsman Blvd.  
Madison, WI 53704  
Telephone: (608) 246-5388  
<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

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

### **B.4.1 General**

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

### **B.4.2 Records**

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

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

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

## **B.5 Contractor Testing**

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect

3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.

- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

## **B.6 Test Methods**

### **B.6.1 Gradation**

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

### **B.6.2 Fracture**

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

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

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

## **B.7 Corrective Action**

### **B.7.1 General**

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

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

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.

- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
  1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
  2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
  3. The fracture control limit is exceeded by more than 10.0 percent.

## **B.8 Department Testing**

### **B.8.1 General**

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

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

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

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  1. One non-random test on the first day of placement.
  2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.

- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

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

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

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

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

### **C (Vacant)**

**D (Vacant)**

**E Payment**

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

301-010 (20100709)

**18. QMP Ride; Incentive IRI Ride, Item 440.4410.S.**

**A Description**

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements. Include auxiliary lanes in Category I and II segments; crossroads with county, state or U.S. highway designations greater than 1500 feet in continuous length; bridges, bridge approaches; and railroad crossings. Exclude roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections.
- (3) The engineer may direct straightedging under standard spec 415.3.10 for pavement excluded from localized roughness under C.5.2 (1); for bridges; and for roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections. Other surfaces being tested under this provision are exempt from straightedging requirements.

**B (Vacant)**

**C Construction**

**C.1 Quality Control Plan**

- (1) Submit a written quality control plan to the engineer at or before the pre-pave meeting. Ensure that the plan provides the following elements:
  1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of all quality control personnel.
  2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.

3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process. Also indicate the approximate timing of acceptance testing in relation to the paving operations.
4. The segment locations of each profile run used for acceptance testing.
5. Traffic Control Plan

## **C.2 Personnel**

- (1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and analyze the results using the methods taught in the HTCP profiling course. Ensure that an HTCP-certified profiler operator supervises data entry into the material records system (MRS).

## **C.3 Equipment**

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

## **C.4 Testing**

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

- (1) Enter the equipment-specific department-approved filter settings and parameters given in the approved profilers list on the department's QMP ride web site.  
<http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf>

### **C.4.2 Contractor Testing**

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run.

When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:

1. Standard segments are 500 feet long.
2. Partial segments are less than 500 feet long.

- (4) Treat partial segments as independent segments.

The department will categorize each standard or partial segment as follows:

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

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

#### **C.4.3 Verification Testing**

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A HTCP certified profiler operator will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.

- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.
- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

**C.4.4 Documenting Profile Runs**

- (1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. Also, the contractor shall prepare the ProVAL Ride Quality Module Reports, showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 200 in/mile. Use ride quality module report as follows:

	<u>Fixed Interval</u>	<u>Continuous (Localized Roughness)</u>
Base-length	500'	25'
Threshold	140"/Mile	200"/Mile

The ProVAL software is available for download at:

<http://www.roadprofile.com>.

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions. Document the reasons for areas excluded and submit to the engineer.
- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ppf files for each profiler acceptance run data and Ride Quality Module Reports, in .pdf format using the department's Materials Reporting System (MRS) software available on the department's web site:

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

Notify the engineer when the Profiler Acceptance Run data and the Ride Quality Report have been submitted to the MRS system.

**C.5 Corrective Actions**

**C.5.1 General**

- (1) Analyze the data from the PROVAL reports and make corrective action recommendations to the department. The department will independently assess whether a repair will help or hurt the long-term pavement performance before deciding on corrective action. Correct the ride as the engineer directs in writing.

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

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones.
- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness within 5 business days of receiving notification that the reports were uploaded. The engineer will analyze the report documenting areas that exceed an IRI of 200 in/mile and do one of the following for each location:
  - 1. Direct the contractor to correct the area to minimize the effect on the ride.
  - 2. Leave the area of localized roughness in place with no pay reduction.
  - 3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

<b>Localized Roughness IRI (in/mile)</b>	<b>Pay Reduction<sup>[1]</sup> (dollars)</b>
> 200	(Length in Feet) x (IRI – 200)

<sup>[1]</sup> A maximum \$250 pay reduction may be assessed for locations of localized roughness that are less than or equal to 25 feet long. Locations longer than 25 feet may be assessed a maximum pay reduction of \$10 per foot.

- (3) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without independent identification of that area as determined by physically riding the pavement. For corrections, use only techniques the engineer approves.
- (4) Re-profile corrected areas to verify that the IRI is less than 140 in/mile after correction. Submit a revised ProVAL ride quality module report to the reference documents section of the MRS for the corrected areas to validate the results.

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

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

- HMA I: Correct to an IRI of 60 in/mile using whichever of the following methods as approved by the engineer:  
 Mill and replace the full lane width of the riding surface excluding the paved shoulder.  
 Continuous diamond grinding or fine-tooth milling the full lane width, if required, of the riding surface including adjustment of the paved shoulders.
- HMA II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:  
 Mill and replace the full lane width of the riding surface excluding the paved shoulder.  
 Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface including adjustment of the paved shoulders
- PCC II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:  
 Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of the paved shoulders. Conform to sections C.1 through C.4 of Concrete Pavement Continuous Diamond Grinding Special provision contained elsewhere in the contract.  
 Remove and replace the full lane width of the riding surface.

- (2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Enter a revised ProVAL ride quality module report for the corrected areas to the reference documents section of the MRS. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

### **C.6 Dispute Resolution**

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate testing procedures, and perform additional testing.
- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in

error will pay service charges incurred for testing by an independent tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

**D Measurement**

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

**E Payment**

**E.1 Payment for Profiling**

- (1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract. The department will pay separately for engineer-directed corrective action performed within the 25-foot exclusionary zones under C.5.2 as extra work.

**E.2 Pay Adjustment**

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

ITEM NUMBER	DESCRIPTION	UNIT
440.4410.S	Incentive IRI Ride	DOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment. If corrective action is required, the department will base disincentives on the IRI after correction for pavement meeting the following conditions:
  - All Pavement: The corrective work is performed in a contiguous, full lane width section 500 feet long, or a length as agreed with the engineer.
  - HMA Pavements: The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.
  - Concrete Pavements: The corrective work is a full depth replacement and conforms to standard spec 415.

- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.04” as follows:

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

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

<b>HMA IV and PCC IV</b>	
<b>Initial IRI (inches/mile)</b>	<b>Pay Adjustment<sup>[1][2]</sup> (dollars per standard segment)</b>
< 35	250
≥ 35 to < 45	1125-(25xIRI)
≥ 45	0

<sup>[1]</sup> The department will not assess a ride disincentive for HMA pavement placed in cold weather because of a department-caused delay as specified in 450.5(4) of the contract additional special provisions (ASP 6).

<sup>[2]</sup> If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F.

- (7) The department will prorate the pay adjustment for partial segments based on their length.

## **19. Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.**

### **A Description**

This special provision describes reheating the abutting edge of the previously compacted layer in the adjacent lane while paving mainline asphalt pavements.

### **B (Vacant)**

## **C Construction**

### **C.1 Equipment**

Provide a self-contained heating unit that heats by convection only. Do not use forced air to enhance the flame. Provide a fireproof barrier between the flame and the heater's fuel source. The heater must produce a uniform distribution of heat within the heat box. Provide automatic controls to regulate the heater output and shutoff the heater when the paver stops or the heater control system loses power.

Mount the heater on the paver inside the paver's automatic leveling device.

### **C.2 Reheating Joints**

Evenly reheat at least an 8 inch (200 mm) wide strip of the previously compacted layer in the adjacent lane as follows:

- Reheat the joint to within 60 degrees F (15 degrees C) of the mix temperature at the paver auger. Measure joint temperature immediately behind the heater.

The engineer may allow the required joint reheat temperatures to be cooler than specified to adjust for weather, wind, and other field conditions. Coordinate the heater output and paver speed to achieve the required joint reheat temperature without visible smoke emission.

## **D Measurement**

The department will measure Reheating HMA Pavement Longitudinal Joints by the linear foot, acceptably completed, as measured along each joint for each layer of asphalt placed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
460.4110.S	Reheating HMA Pavement Longitudinal Joints	LF

Payment is full compensation for furnishing all the work required under this bid item.  
460-015 (20140630)

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

### **A Description**

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.

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

## **B Materials**

### **B.1 Personnel**

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
  
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

### **B.2 Testing**

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

### **B.3 Equipment**

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

- (1) Furnish nuclear gauges from the department's approved product list at  
<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
  
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
  
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain

information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

Materials Management Section  
3502 Kinsman Blvd.  
Madison, Wisconsin 53704  
Telephone: (608) 243-5998

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

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

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft<sup>3</sup>. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft<sup>3</sup> and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

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

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

from the project if the 5-test average is not within 1.5 lb/ft<sup>3</sup> of its reference value established in B.3.2.2(2).

- (4) Maintain the reference site test data for each gauge at an agreed location.

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

**B.4.1 Lot and Sublot Requirements**

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

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day’s paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

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

**Table 1**

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

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one sublot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.

- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

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

**Table 2**

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

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

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

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

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

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

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

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

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

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

### **B.4.2.4 Documentation**

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

### **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

### **B.5 Department Testing**

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

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.

- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within  $1.0 \text{ lb/ft}^3$  of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than  $1.0 \text{ lb/ft}^3$  each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within  $1.0 \text{ lb/ft}^3$ , use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than  $1.0 \text{ lb/ft}^3$  after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

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

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

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

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

### **B.7 Acceptance**

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

**C (Vacant)**

**D (Vacant)**

**E Payment**

**E.1 QMP Testing**

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

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

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

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

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

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

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

**21. Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.**

**A Description**

This special provision describes furnishing and placing stainless steel reinforcing bars.

Conform to standard spec 505 as modified in this special provision.

**B Materials**

**B.1 General**

Furnish stainless steel reinforcing bars conforming to ASTM A955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or

S32304. Supply grade 60 bars, all of the same UNS designation. Conform to the chemical composition specified for the given UNS designation in ASTM A276 table 1.

Supply bars that are free of dirt, mill scale, oil, and debris by pickling to a bright or uniform light finish. The department may reject bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface.

Furnish chairs or continuous supports made of stainless steel or recycled plastic to support high-strength stainless bar steel reinforcement subject to the plastic chair restriction stated in standard spec 505.3.4(1).

Furnish tie wire made from one of the UNS alloys allowed for bar steel or from an engineer-approved plastic or nonmetallic material. Ensure that stainless steel tie wire is dead soft annealed.

## **B.2 Fabrication**

Before fabrication, supply test results from an independent testing agency certifying that the reinforcement meets the requirements of Annex A1 of ASTM A955.

Bend bars conforming to standard spec 505.3.2 and according to ASTM A955. Bend and cut bars using equipment thoroughly cleaned or otherwise modified to prevent contamination from carbon steel or other contaminants. Use tools dedicated solely to working with stainless steel.

## **B.3 Control of Material**

Identify reinforcement bars delivered to the project site with tags bearing the identification symbols used in the plans. Include the UNS designation, heat treat condition, heat number, grade corresponding to minimum yield strength level, and sufficient documentation to track each bar bundle to a mill test report.

Provide samples for department testing and acceptance according to CMM 8-50 Exhibit 1 requirements for concrete masonry reinforcement for uncoated bar steel.

Provide mill test reports for the project that do the following:

1. Verify that sampling and testing procedures and test results conform to ASTM A955, ASTM A276 table 1, and these contract requirements.
2. Include a chemical analysis with the UNS designation, heat lot identification, and the source of the metal.
3. Include tensile strength, yield strength, and elongation tests results conforming to ASTM A955 for each size furnished.
4. Certify that the bars have been pickled to a bright or uniform light finish.

## **C Construction**

### **C.1 General**

Ship, handle, store, and place the stainless steel reinforcing as follows:

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.
4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

Do not tie stainless steel reinforcing bars to, or allow contact with, uncoated reinforcing bars or galvanized steel. Maintain at least 1-inch clearance between stainless steel bars or dowels and uncoated or galvanized steel. Where 1-inch clearance is not possible, sleeve bars with a continuous polyethylene or nylon tube at least 1/8-inch thick extending at least 1 inch in each direction and bind with nylon or polypropylene cable ties. Sleeves are not required between stainless steel bars and shear studs. Stainless steel bars can be in direct contact with undamaged epoxy-coated bars.

Cut flush with the top flange or remove uncoated fasteners, anchors, lifting loops, or other protrusions into a bridge deck before casting the deck on prestressed concrete beams.

## **C.2 Splices**

Splice as the plans show. Provide stainless steel couplers conforming to the minimum capacity, certification, proof testing, and written approval requirements of standard spec 550.3.3.4. The contractor may substitute stainless steel couplers for lap splices the plans show if the engineer approves in writing.

If increasing or altering the number or type of bar splices the plans show, provide revised plan sheets to the engineer showing the reinforcement layout, type, length, and location of revised bar splices and revised bar lengths. Obtain engineer approval for the location of new lap splices or substitution of mechanical bar couplers before fabrication. Ensure that new lap splices are at least as long as those the plans show.

## **D Measurement**

The department will measure Bar Steel Reinforcement HS Stainless Structures by the pound acceptably completed, computed from the nominal weights of corresponding sizes for carbon steel deformed bars in AASHTO M31 regardless of stainless steel alloy provided. The department will not measure extra material used if the contractor alters the reinforcement layout as allowed under C.2, extra material for splices or couplers the plans do not show, or the weight of devices used to support or fasten the steel in position.

## **E Payment**

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



Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining.

## **C.2 Preparation of Concrete Surfaces**

Provide a sack rubbed finish in accordance to standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, 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 and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

## **C.3 Staining Concrete Surfaces**

Apply the concrete stain in accordance to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the staining shall produce a multi-color effect that consists of multiple colors replicating varying natural stone coloration. Stain the joints between stones produced by the form liner to create the appearance of grouted joints.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

## **C.4 Test Areas**

Prior to applying stain to the structure, apply the stain to sample panels measuring a minimum of 48-inches x 48-inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining. Submit color samples to the department prior to staining the sample panels. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between stones produced by the form liner. Do not apply stain to the structure until the department approves the test panels.

## **C.5 Surfaces to be Coated.**

Apply concrete stain to the surfaces in accordance to the plan.

**D Measurement**

The department will measure Concrete Staining Multi-Color (Structure) in area by the square foot of surface, acceptably prepared and stained.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1015.S.01	Concrete Staining Multi-Color B-20-227	SF
517.1015.S.03	Concrete Staining Multi-Color R-20-46	SF

Payment is full compensation for furnishing and applying the coloring system; for preparing the concrete surface; and for constructing and staining the sample panels.  
517-115 (20140630)

**23. Architectural Surface Treatment B-20-227, Item 517.1050.S.01; R-20-46, Item 517.1050.S.03.**

**A Description**

Construct a concrete masonry architectural surface treatment on the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

**B Materials**

Use form liners that attach easily to the forming system, and do not compress more than ¼-inch when poured at a rate of 10 vertical feet/hour.

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

Wall ties shall have set “break-backs” at a minimum of ¾-inches from the finished concrete surface.

**C Construction**

**C.1 Equipment**

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

**C.2 Form Liner Preparation**

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

Apply form release per manufacturer’s recommendations.

**C.3 Form Liner Attachment**

Place adjacent liners less than 1/4-inch from each other, attach liner securely to forms in accordance to the manufacturer’s recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

**C.4 Surface Finishing**

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

**D Measurement**

The department will measure Architectural Surface Treatment (Structure) in area by the square foot of architectural surface, 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
517.1050.S.01	Architectural Surface Treatment B-20-227	SF
517.1050.S.03	Architectural Surface Treatment R-20-46	SF

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

517-150 (20110615)

**24. Salvaged Topsoil.**

*Replace standard spec 625.3.2 (3) with the following:*

Under the salvaged topsoil bid item, remove all the topsoil (humus-bearing soil), to the underlying sterile soil layer, within the proposed roadway foundation (limits of assumed one-to-one slopes extending outward and downward from the subgrade shoulder points). Excavate topsoil up to one foot in depth, with no additional compensation, to produce sufficient volumes to cover the designated salvaged topsoil or topsoil areas to the depths required. Topsoil material lying more than one foot below the original ground, not required for the item of salvaged topsoil or topsoil, will be paid for as common excavation. Salvage topsoil from embankment areas outside the roadway foundation if additional material is required to cover the slopes.

(NCR-080604)

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

If the landscape contractor 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 \$500.00 per day to cover the cost of performing the work with other forces. The

department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

## **26. Traffic Control.**

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

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

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

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

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

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

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

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

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

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

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

**27. Anchor Assemblies Light Poles on Structures, Item 657.6005.S.**

**A Description**

This special provision describes furnishing and installing anchor bolt assemblies for light poles as shown on the plans, and as hereinafter provided.

**B Materials**

Furnish anchors of the size and spacing as given on the plans, and that conform to ASTM A449 or AASHTO M314 GR 55. The upper 8 inches of the bolts, nuts, and washers shall be hot-dipped galvanized in accordance to ASTM A153, Class C. Provide enlarged threads on nuts for proper fit after galvanizing.

**C Construction**

Provide two nuts and two washers per anchor bolt, and install per light standard manufacturer's recommendations.

**D Measurement**

The department will measure Anchor Assemblies Light Poles on Structures as a unit for each individual anchor bolt assembly, 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
657.6005.S	Anchor Assemblies Light Poles on Structures	Each

Payment is full compensation for furnishing and installing the anchorages.  
657-060 (20100709)

**28. Drainage Blanket, Item SPV.0035.01.**

**A Description**

This special provision describes furnishing and placing granular backfill within the limits shown on the plans and as directed by the engineer.

**B Materials**

The granular backfill for the drainage blanket shall meet the requirements of standard spec 209.2 for Granular Backfill, Grade 1.

**C Construction**

Strip topsoil and grade as necessary to drain prior to placing the granular backfill at the locations designated in the plan documents. Uniformly place the granular backfill to a depth of 2-feet, within the proposed embankment limits and leveled. Compact the granular backfill in accordance to standard spec 207.3.6.2.

Repair any excessive rutting or deformations in the drainage blanket caused by construction operations as directed by the engineer.

**D Measurement**

The department will measure Drainage Blanket in cubic yards of volume in its final position and condition within the limits and in places designated on the plans, in the contract, or directed by the engineer, and in accordance to standard spec 209.4.

**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	Drainage Blanket	CY

Payment is full compensation for furnishing and placing all materials.

**29. Miscellaneous/Incidental Construction.**

**Furnishing and Planting Plant Materials.**

Perform the work under this item in accordance to the plans, standard spec 632, as shown on the plans, and as hereinafter provided.

*Modify standard spec 632.2.1 to include the following:*

Ensure all plants are grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the “Plant Hardiness Zone Map” produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, unless otherwise approved by the engineer.

*Modify standard spec 632.2.2.8 as follows:*

Furnish a list of sources for plants in accordance to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

*Modify standard spec 632.2.4.2 as follows:*

For fertilizer used in plant holes, provide a three-year release, water-soluble fertilizer contained in a micropore slow release polyethylene packet. Ensure each packet contains two ounces of fertilizer. A single 2-ounce packet is considered one unit. Ensure the fertilizer conforms to the following minimum requirements:

- Nitrogen, not less than ----- 16%
- Phosphoric Acid, not less than ----- 8%
- Potash, not less than -----8%

For trees: Use a minimum of two units and provide two units per caliper inch of tree trunk diameter. For one-half caliper measurements, round up to the next unit.

*Modify standard spec 632.2.6 to include the following:*

Provide Shredded Hardwood Bark Mulch for mulch rings around the base of plant material that is finely shredded hardwood bark mulch and the product of a mechanical chipper, hammermill, or tub grinder. Ensure the material is fibrous and uniformly dark brown in color, free of large wood chunks, and substantially free of mold, dirt, sawdust, and foreign material. Ensure that no portion of the material is in an advanced state of decomposition. Ensure that the material does 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. Ensure that the material does not contain any bark of the black walnut tree. Ensure that the material, when air dried, all passes a 4-inch screen and no more than 20 percent by mass of the material passes a 0.10-inch sieve. Ensure that unattached bark or greenleaf composition, either singly or combined, does not exceed 20 percent each by mass. The maximum length of individual pieces cannot exceed 4 inches.

Supply source of shredded hardwood bark mulch to the engineer. All sources will be subject to verification and approval by the engineer.

*Modify standard spec 632.2.7 as follows:*

Do not use wrapping on plant material.

*Modify standard spec 632.2.9 as follows:*

Provide rodent protection for all single-stem trees of rigid plastic mesh made of recycled HDPE with an open mesh matrix  $\frac{3}{4}$ " by  $\frac{3}{4}$ " with each strand approximately  $\frac{1}{8}$ " x  $\frac{1}{8}$ " x  $\frac{1}{8}$ ". Ensure the product is UV treated with a life expectancy of up to five years. Ensure product is at least 48 inches high. Supply source of rodent protection to the engineer. All sources will be subject to verification and approval by the engineer. Install rodent protection for single-stem trees according to manufacturer's written instructions, burying the bottom of the rodent protection 2-3 inches into the adjacent soil grades.

Provide rodent protection for all multi-stemmed trees of chicken wire or other similarly rigid, matrix-material with an open mesh matrix  $\frac{3}{4}$ " by  $\frac{3}{4}$ " or less, 48 inches high. Supply source of chicken wire to the engineer. All sources will be subject to verification and approval by the engineer. Install rodent protection for multi-stemmed trees such that the entire base of the tree is protected; circumference of rodent protection may vary based on specific characteristics of each tree. Ensure that the bottom 2-3 inches of the rodent protection is buried into the adjacent soil grades.

*Modify standard spec 632.2.10 to include the following:*

Tree stakes shall be 7' in length and made of either 2" square cedar or steel T posts. Tree strapping shall be flexible 2" wide bands of polypropylene, elasticized or webbed strapping. There shall be two posts and two straps per tree. Straps shall be either stapled to the cedar stakes or attached to steel stakes using #12 gauge wire through a #2 steel grommet set within the tree straps.

Provide tree stabilization by staking all trees. Supply source of tree stakes and strapping materials to the engineer. All sources will be subject to verification and approval by the engineer.

*Modify standard spec 632.3.1 as follows:*

The normal spring planting season for all plants is up to June 15. The normal fall planting season is September 15 to November 15 or up until the ground is frozen. If the overall construction schedule dictates that planting will occur between June 15 and September 15, obtain approval from the engineer to begin installation outside of the normal planting seasons. If the engineer grants approval of the request, the contractor will also be held fully responsible for any and all additional maintenance associated with planting outside of the normal planting seasons including, but not limited to, supplemental watering above and beyond the typical, specified landscape maintenance and care cycle schedule.

*Revise standard spec 632.3.1 to include the following:*

Take care not to damage or disturb adjacent finished landscape and seed or sod to repair any and all damage caused to adjacent seeded and/or sodded areas.

*Revise standard spec 632.3.3 to include the following:*

Stake out locations of all plant holes and obtain approval of staked location from the engineer before planting.

*Revise standard spec 632.3.4 to include the following:*

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. Ensure the bottom of the rootball is in direct contact with the bottom of the hole.

*Revise standard spec 632.3.4 as follows:*

The minimum horizontal measurement of the plant hole is to be no less than 24 inches greater than the diameter of the ball, container, or root mass for the full depth of the planting hole.

*Standard spec 632.3.7 includes the following:*

Remove the burlap and other wrapping materials including, but not limited to, twine, wire baskets, and plastic ribbon, from the entire root ball of B&B plants unless the engineer determines that removal of said material will be detrimental to plant stability and/or establishment.

*Revise standard spec 632.3.18.1.1 and standard spec 632.3.18.1.2 as follows:*

The plant establishment period is two years and begins on the date of substantial landscape completion as determined by the engineer.

*Standard spec 632.3.19.1 includes the following:*

Inspect and monitor all tree staking, bracing wire material, and/or other plant stabilization material throughout the duration of the establishment period. Trees shall be re-straightened and staking, bracing wire material, and/or other plant stabilization material shall be adjusted as necessary to keep plumb throughout the duration of the establishment period. Leave in place all staking, bracing wire material, and other plant stabilization material at the end of the required establishment period. Work is incidental to Landscape Planting Surveillance and Care Cycles bid item. Additional payment will not be granted.

Inspect and monitor all rodent protection measures throughout the duration of the establishment period. Reattach and/or adjust rodent protection measures as necessary to ensure adequate rodent protection measures remain intact throughout the duration of the establishment period. Leave in place all rodent protection measures at the end of the required establishment period. Work is incidental to Landscape Planting Surveillance and Care Cycles bid item. Additional payment will not be granted.

The interval for a care cycle is 10-14 days between April 15 and October 31. There will be 13 required care cycles in a growing season.

Provide supplemental water during the April 15 to October 31 maintenance period as often as necessary to ensure healthy, thriving, and established plant material. Provide supplemental water even if irrigation is installed as part of the project. Coordinate supplemental water directly with the municipality to ensure that the plant material is not being overwatered or under-watered. The contractor will remain solely responsible for plant health and watering maintenance even in the event of irrigation system installation.

Re-mulching of tree rings is expected to be performed immediately prior to the end of the two-year proving period. Work is incidental to Landscape Planting Surveillance and Care Cycles bid item. Additional payment for re-mulching will not be granted.

### **30. Topsoil Special, Item SPV.0035.03.**

#### **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. Use excavated materials in the work to the extent that it is practical for the bike path bedding or other approved areas. 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.

**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.0035.03	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. Coloring Concrete Brown, Item SPV.0035.04.**

**A Description**

Work under this item shall be in accordance to standard spec 405 with the following exception.

**B Materials**

Conform to standard spec 405.2 and as follows:

*Replace standard spec 405.2.1(1) with the following:*

Integrally color concrete using non-fading pigments conforming to ASTM C979 as follows:

For Brown, Federal Standard 595 Color Server, FS color 20318; use non-fading synthetic iron oxides at a loading of 6 percent or more by weight of total cementitious material in the mix.

**C Construction**

Conform to standard spec 405.3.

**D Measurement**

The department will measure Coloring Concrete Brown by the cubic yard acceptably incorporated into the work done under other contract bid items including material incorporated into one sample panel or one test slab that achieves a color the engineer accepts as required under standard spec 405.3.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.04	Coloring Concrete Brown	CY

Payment for the Coloring Concrete Brown bid item is full compensation for developing mix designs and providing sample panels or test slabs; for furnishing pigments, for special construction procedures required under standard spec 405.3; for removing test slabs, restoring the site, and disposing of waste material; and for other costs not included in associated contract bid items.

**32. Vibrating Wire Piezometer Instrumentation System Delivered, Item SPV.0060.01.**

**A Description**

This special provision describes furnishing and delivering a vibrating wire piezometer instrumentation system a minimum of 21 days prior to start of placing embankments. It also includes providing a technical assistance representative from the company to aid in piezometer installation and to provide on-site technical support. Perform all according to the plans and as provided herein.

**B Materials**

Materials for the vibrating wire piezometer system shall include ten vibrating wire piezometers, four terminal boxes, and necessary appurtenances.

Vibrating Wire Piezometers: A total of ten vibrating wire piezometers shall be Geokon Model 4500S, 100 psi range (Geokon Incorporated, 48 Spencer Street, Lebanon, NH 03766, (603) 448-1562) or Slope Indicator Part Number 52611030 (Slope Indicator Company, 316 Forsyth Street, Raleigh, NC 27609-6314, (800) 929-4712), or an approved equal.

Each vibrating wire piezometer shall meet the following specifications:

Pressure Range (psi):	0-100
Over Range/Maximum Pressure:	2X rated pressure range
Resolution:	0.025% full scale (F.S.) minimum
Accuracy:	±0.1% of F.S.
Operating Temperature:	-20 °F to 150 °F
Thermal Zero Shift:	<0.05% F.S./°C or <0.04 psi/°C
Cable:	Cable: Four conductor, 20 or 22 gauge shielded cable with polyethylene jacket or an approved equal, connection between cable and instrument factory sealed (see table below for required length of cable)
Filter:	50 micron sintered stainless steel
Diameter of piezometer:	0.75 inches

Provide a canvas bag, 2½-inch by 18-inch, with each piezometer.

Calibrate all piezometers at the factory. Make calibrations while pressure is both increasing and decreasing for at least two cycles, to document hysteresis throughout the maximum range of the instrument. Take readings at a minimum number of eight equal increments, and require the manufacturer to supply a calibration curve with data points clearly indicated, and a tabulation of the data. Make readings at a sufficient number of different temperatures which range from -20 °F to 120 °F to provide a calibration curve, and substantiate it, indicating the effect of temperature change on the instruments. Mark each piezometer with a unique identification number.

Signal cables and mechanical waterproof seals between the cable and the piezometer for each of the vibrating wire piezometers shall be factory installed. No splices shall be allowed. All cables shall be terminated with connectors compatible with terminal boxes furnished under this item. The required cable lengths shall be determined to extend from the tip of the piezometers to the ground level to the location of the readout box.

1420-22-71 CTH V		
<u>Station</u>	<u>Offset</u>	<u>Estimated Tip Elevation</u>
129'NB'+30	23.5' RT	834.9
129'NB'+30	23.5' RT	824.9
133'NB'+40	23.5' RT	842.0
133'NB'+40	23.5' RT	828.0
286'VAA'+00	7.5' LT	834.9
286'VAA'+00	7.5' LT	822.9

Station	Offset	Estimated Depth(feet)
606+75	23' LT	809.9
606+75	23' LT	799.9
611+20	23' RT	813.4
611+20	23' RT	803.4

Data Recorder: The data recorder will be supplied by the department.

**Four Terminal Boxes (2 for CTH V and 2 for CTH T):** Acceptable terminal boxes shall be Geokon Terminal Box Model 4999, Slope Indicator Terminal Box 57711600, or an approved equal. The terminal box enclosures shall be constructed of baked enamel coated steel or fibreglass, and shall be waterproof. Each box shall handle a minimum of six 4-conductor sensors. Cable entries on each box shall have watertight cable glands fixed in place with strain reliefs. The boxes shall be modified as necessary to permit connection to the data recorder. Protect each terminal box from lightning damage by installing at the factory surge arrestors, and with a ground rod and grounding cable.

Furnish the engineer for approval, a minimum of 14 days prior to delivery of the vibrating wire piezometer instrumentation system to the site, the following:

- Name and phone number of manufacturer's designated technical assistance representative.
- Manufacturer's certifications for all components of the system.
- Factory calibration certifications for all components of the system.
- Factory quality assurance checklist.
- Factory preshipment inspection checklist.
- Factory warranties for all components of the system.
- Shipping documents and shipping schedule.
- Unique instrument identification numbers for all components.
- Instruction manuals for each component of the system supplied by the manufacturer.
- The location of the readout boxes for the individual areas.

Include a comprehensive instruction manual with the vibrating wire piezometer instrumentation system. It shall contain the following: (1) theory of operation, i.e. the basic measuring principle of the instrument with appropriate illustrations, limitations of the instrument, factors which may affect measurement uncertainty, and a specification sheet; (2) calibration procedures, i.e. step-by-step acceptance test procedures to ensure correct functioning when the instrument is first received, procedures for performing calibration checks, and procedures for regular calibration of the readout and data logger; (3) installation procedures, i.e. step-by-step procedure for installation, with illustrations of the system and its components, showing correct juxtaposition when installed, and statement of all factors that should be recorded during installation for later use during data evaluation; (4) maintenance procedures and trouble-shooting guide with names, addresses, and

telephone numbers of instrument service representatives; (5) data collection procedures, i.e. cautions pertaining to personnel and equipment, procedure for obtaining initial reading, procedure for obtaining readings subsequent to initial readings, listing of equipment and tools required during instrument reading, a field data sheet, and a sample completed field data sheet; and (6) data processing, presentation, and interpretation procedures, i.e. data calculation sheet, step-by-step calculation procedure, instruction manual(s) for software supplied by the manufacturer, sample data calculations, alternative methods of plotting the data, sample data plots, and notes on data interpretation.

There shall be a product warranty on all parts of the vibrating wire piezometer instrumentation system of a minimum of one year from the date of delivery to the department against defects in materials and workmanship.

All components of the Vibrating Wire Piezometer Instrumentation System shall be made by the same manufacturer. Each component of the Vibrating Wire Piezometer Instrumentation System shall bear markings to clearly identify it with the manufacturer's certifications previously furnished to the engineer. The term approved equal shall be understood to indicate that the equal product shall meet all of the specifications, and shall be the same or superior to the products named previously in the specifications in function, performance, accuracy, tolerances, and general configuration. The engineer shall make the final determination if the approved equal is acceptable. Components which do not meet the requirements of the specifications shall be unacceptable and will be rejected by the engineer. The engineer reserves the right to prohibit delivery of any component until certifications provided by the manufacturer, and supplied by the contractor, indicates full compliance with the specifications.

Technical Support: Make available an on-site technical assistance representative from the manufacturer which supplies the Vibrating Wire Piezometer Instrumentation System to instruct the contractor on how to install the first vibrating wire piezometer installed on the project. Also make available on-site the technical assistance representative to assist in the final connections of the vibrating wire piezometer cables to the terminal boxes during construction operations and to assist in initial calibration and reading of the instrumentation.

Notify the Foundation and Pavement Unit of the delivery of the vibrating wire piezometer instrumentation system a minimum of 14 days prior to its arrival. Deliver the Vibrating Wire Piezometer Instrumentation System to the Bureau of Highway Construction, c/o Foundation and Pavement Unit, 3502 Kinsman Boulevard, Madison, WI 53704.

**C (Vacant)**

**D Measurement**

The department will measure Vibrating Wire Piezometer Instrumentation System Delivered 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.0060.01	Vibrating Wire Piezometer Instrumentation System Delivered	Each

Payment is full compensation for furnishing and delivering all components of the Vibrating Wire Piezometer Instrumentation System for the project, and for providing technical support at the project site.

**33. Settlement Gauge, Item SPV.0060.02.**

**A Description**

This special provision describes furnishing and installing settlement gauges and extensions in accordance to the details shown in the plans and as herein provided.

**B Materials**

A 1/2-inch thick steel plate, 24 inches square in size, placed upon a minimum of 1 inch thick mortar leveling course, and with a 1-1/2 inch steel riser pipe that is welded in position perpendicular to the plate at its center.

Sections of 1-1/2 inch diameter standard threaded galvanized steel riser pipe welded to the base plate and extended progressively upward at a vertical plumbness as embankment fill is placed and compacted. A 1-1/2 inch standard galvanized steel cap shall be attached to the threaded inner riser pipe as a survey reference member, and progressively removed and extended upward as each new section of riser pipe and external sleeve are added due to fill.

Sections of 3-inch diameter standard threaded steel pipe or threaded PVC pipe sleeve initially placed with a 2-foot separation from the base plate and then extended progressively upward encompassing the 1-1/2 inch pipe with the internal annulus filled with grease to promote free sliding between sleeve and internal pipe. This sleeve is intended to be continuous so as to prevent embankment soils from coming in contact with the internal riser pipe over the length of sleeve to the surface as progressive lifts of fill are placed.

**C Construction**

Install the settlement gauges at field locations as determined by the engineer and under the supervision of the department’s Foundation and Pavement Unit and at the following locations:

• 1420-22-71	CTH V		
<u>Station</u>	<u>Offset</u>	<u>Estimated Tip Elevation</u>	
129'NB'+30	23.5' RT	784	
133'NB'+40	23.5' RT	781	
286'VAA'+00	7.5' LT	782	
• 1420-23-71	CTH T		
<u>Station</u>	<u>Offset</u>	<u>Estimated Tip Elevation</u>	
606+75	23' LT	773	
611+20	23' RT	773	

Initially install settlement gauges subsequent to the installation of the vertical wick drains and prior to the placement of the embankment fill.

The bottom of the plate shall be level and riser pipe shall be vertical. Mortar may be used to level the 2-foot x 2-foot x 0.5-inch thick plate. The elevation of the plate shall be determined by the engineer and the lengths of any added riser pipe(s) shall be accurately measured and recorded.

Position and weld the initial 1-1/2 inch diameter threaded galvanized steel riser pipe perpendicular to the steel settlement plate with a fillet weld.

Place end cap, consisting of 1-1/2 inch standard galvanized steel, at the top of the riser pipe for purposes as a survey reference point.

Obtain the first measured readings of the settlement plate and end cap. Place embankment fill as indicated.

As soon as embankment soils achieve 2 feet of cover over the steel settlement plate, position a 3-inch diameter sleeve loosely around the smaller diameter riser pipe to isolate and protect the inner pipe for subsequent readings.

Fill the inner annulus between steel pipe and outer sleeve with sufficient lubricant grease to prevent rust from occurring and resulting in binding of the inner pipe to the outer sleeve.

Progressively add both inner riser pipe and outer sleeve pipe in section increments of 5.0 feet (or other calibrated and measured increments) as embankment fill is continued to be placed, always transferring the end cap to the newest riser pipe top, and always obtaining new elevation readings at each time of extension addition.

Provide updated elevation readings at the end of each day's activities to the engineer.

No embankment fill shall be placed around settlement gauges until the elevation of the top of the new riser section has been determined by the contractor's surveyor.

Embankment and retaining wall material in the vicinity of the riser pipe shall be compacted to specification requirements, taking precautions to keep alignment of the riser and the cover pipes vertical at all times.

Take all necessary precautions to ensure that the settlement gauges are not damaged, displaced, or misaligned. If a gauge is damaged, it shall immediately be repaired or replaced by the contractor at this/her own expense. Contractor to protect and maintain all settlement gauges installed as part of this contract.

**D Measurement**

The department will measure Settlement Gauges 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.0060.02	Settlement Gauges	Each

Payment is full compensation for furnishing and placing all materials including extensions.

**34. Temporary Slope Drain, Item SPV.0060.12.**

**A Description**

This special provision describes installing, maintaining, and removing a temporary slope drain to manage runoff from bridge decks prior to installation of surface drains, storm sewer, and pavement on the bridge approaches or permanent slope stabilization.

**B (Vacant)**

**C Construction**

Construct temporary slope drain in accordance to the details shown in the plan and as required to fit the conditions of each location. Maintain the temporary slope drain at regular intervals or as directed by the engineer. At a minimum maintain temporary slope drains until installation of permanent surface drains, storm sewer, and pavement are complete for bridges with finished approaches. Maintain the temporary slope drain at bridges without finished approaches or permanent drainage structures until downstream fill slopes are stabilized to prevent runoff scour.

**D Measurement**

The department will measure Temporary Slope Drain as each individual location installed, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Temporary Slope Drain	Each

Payment is full compensation for furnishing , installing, and maintaining all materials; and for removal of the temporary slope drains.  
(NER11-0127)

**35. Cap Drain Tile, Item SPV.0060.13.**

**A Description**

Plug the end of the existing drain tile as shown on the plans or as directed by the engineer, and as hereinafter provided.

**B Materials**

Thoroughly clean the ends of the drain tile, and seal them with a manufactured cap of an appropriate size, or brick, concrete block, or any grade of concrete specified under standard spec 501.3.1.3.

**C Construction**

The location of the drain tile to be capped will be determined under the Drain Tile Exploration item. Obtain prior approval from, and coordinate with, the engineer for all storm sewer openings.

**D Measurement**

The department will measure Cap Drain Tile as each individual opening, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Cap Drain Tile	Each

Payment is full compensation for the excavation required to expose the drain tile; providing a cap, backfilling with existing material from the excavation; compacting the backfill material and restoring the site.

**36. Adjusting Water Service Curb Stop, Item SPV.0060.20.**

**A Description**

Adjust existing water service curb stops to the required elevation.

**B (Vacant)**

**C Construction**

The contractor is responsible throughout the duration of the project to ensure water service curb stops are located and identified in blue paint and that curb stops remain accessible to City of Fond du Lac staff.

Adjust water service curb stops located within the proposed concrete sidewalk and turf areas to the proposed finished grade elevation. Exercise caution in working adjacent to curb stop facilities to avoid damage to the curb stops and ensure accessibility to the curb stops during construction.

**D Measurement**

The department will measure Adjusting Water Service Curb Stop by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Adjusting Water Service Curb Stop	Each

Payment is full compensation for adjusting water service curb stops; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. (NER11-0207)

**37. Adjusting Water Valve Box, Item SPV.0060.21.**

**A Description**

Adjust water valve boxes to final pavement elevations, as shown in the plans and as hereinafter provided.

**B Materials**

Utilize existing valve boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with City of Fond du Lac and contact Kathy Scharf at (920) 322-3682, [kscharf@fdl.wi.gov](mailto:kscharf@fdl.wi.gov), to obtain required materials.

**C Construction**

Prior to completion of paving operations, adjust the water valve boxes to match the final proposed grade. Excavate and expose the existing water main valve box to the depth needed to adjust the valve box to grade, add or remove extension(s) as needed, and backfill with base aggregate material in accordance to the requirements for the adjacent roadway base course construction.

Complete adjustments in such a manner to avoid any damage to the water valve boxes. Provide the City of Fond du Lac two working days advance notice prior to adjusting the valve boxes to finished grade.

**D Measurement**

The department will measure Adjusting Water Valve Box as a unit of work for each adjusted valve box, 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.0060.21	Adjusting Water Valve Box	Each

Payment is full compensation for adjusting each valve box; excavating as necessary to access the valve box; backfilling; repairing any damage done to the valve box during adjustment; adding new sections if necessary; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

(NER12-0206)

**38. Adjusting Sanitary Manhole Cover, Item SPV.0060.23.**

**A Description**

This special provision describes adjusting sanitary manhole covers.

**B Materials**

In accordance to standard spec 611.2.

**C Construction**

In accordance to standard spec 611.3.

Remove and reinstall existing chimney seals, as necessary to adjust manhole cover.

**D Measurement**

The department will measure Adjusting Sanitary Manhole Cover 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 NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Adjusting Sanitary Manhole Cover	Each

Payment is full compensation for providing all required materials, exclusive of frames, grates, or lids; for removing, reinstalling and adjusting the covers, including removing and reinstalling the existing chimney seal; and for furnishing all labor, tools, equipment and incidentals required to complete the work.

(NER11-0207)

### **39. Reconstruct Sanitary Sewer Manhole Cover, Item SPV.0060.24.**

#### **A Description**

Reconstruct sanitary manholes in accordance to the plans and specifications.

#### **B Materials**

Provide manhole frames and covers as manufactured by Neenah Foundry, R-1550, with Type "B" Lid, gasketed cover.

Chimney seals shall be of the type design and specification similar or equal to the internal manhole chimney seal produced by Cretex Specialty Products of Waukesha, Wisconsin. This chimney seal is intended to provide a seal between the manhole frame and the masonry chimney of the manhole. The seal shall provide water tightness, while having the flexibility to allow the manhole frame to move with the surrounding pavement as it reacts to the forces of frost heave, thermal expansion or contraction and traffic loadings. The product proposed for use in this project shall be subject to approval by the City of Fond du Lac Engineering Department.

Manhole adjusting rings, including adjustment for surface slope, shall be injection molded-recycled HDPE as manufactured by LADTECH, Inc., or equal approved by the City of Fond du Lac Engineering Department. Furnish all ring materials, butyl rubber adhesive, labor and equipment to install the rings per manufacturer's recommendations.

The plastic adjustment rings shall conform to pavement slope using wedge shapes  $\frac{3}{4}$ " to  $1\frac{1}{2}$ " inch thick, and other thickness adjustment rings as required. Wedge rings shall be installed at the top of the ring stack under a maximum one -  $\frac{1}{4}$ " thick, solid adjustment shim ring.

Concrete adjusting rings shall not be used for sanitary sewer manhole adjustment.

#### **C Construction**

In accordance to 3.5.4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, including addendums, and the following:

Reconstruction includes removal of the frame, cover, casting, adjusting rings and cone, installation of new barrel sections of appropriate height, reinstallation of the cone, placement of new undamaged adjusting rings, installation of the new internal chimney seal, and installation of a new frame and cover. All joints shall be water tight at the time of construction.

A  $\frac{3}{8}$ " diameter, continuous bead of butyl rubber adhesive is required to be installed between each ring. A double ring of sealant is required between the concrete manhole and adjacent ring. A double sealant is also required between the casting and adjacent rings unless concrete is to be vibrated between the casting and rings for concrete paving. For concrete paving, the ring adjustment shall include a double ring of adhesive between the top  $\frac{1}{4}$ " thick, solid shim ring and the first HDPE ring below the shim.

Where asphalt pavement is constructed, the HDPE rings shall be adjusted so the manhole casting rim is no more than 1/8" below pavement grade and conforming to the pavement slope.

**D Measurement**

The department will measure Reconstruct Sanitary Sewer Manhole Cover as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.24	Reconstruct Sanitary Sewer Manhole Cover	Each

Payment is full compensation for removal of existing manhole cone section, frames, covers, castings and internal chimney seal (if applicable); for furnishing and installing additional precast concrete manhole sections and steps, new frames, grates, lids, adjusting rings, and internal chimney seals; for furnishing all excavation and backfill; for installing manhole cone section, steps, frames, covers, adjustment rings, and castings; for installation of internal chimney seal; for disposal of surplus material, cleanup, and restoring site work; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. No additional monies will be paid to the contractor for replacement of existing manhole cone sections, frames, covers or castings due to damage caused by the contractor's operations.

**40. Electrical Service.**

Work under this item shall be in accordance to standard spec 656 with the following addition.

Under this item, the department will perform preliminary coordination with the utility to arrange for installation of the Service Lateral(s). The Utility will provide the department with a utility routing number for each lateral.

The contractor is responsible to arrange for the actual installation of the Service Lateral with the utility. The contractor is also responsible for payment of the Service Lateral installation in accordance to standard spec 656. The contractor shall contact the department at (920) 492-5628 to obtain the utility routing number established during preliminary utility coordination.

**41. Lighting Systems, General.**

**A General**

Work shall conform to standard specs 651, 652, 653, 654, 655, 656, 657 and 659 and these special provisions.

## **Splices**

### **Lighting units:**

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

### **Pull boxes:**

Splices shall accept quantity and size of conductors required at individual pull boxes (which may be of differing configurations), be direct burial and submersible rated. Utilize multi-cable compression connectors with the splice encased in a Scotchcast 85 series multi-mold permanent resin compound. Split bolts are not allowed. No splices are allowed in pull boxes, unless indicated on the plans.

## **Threaded Fasteners**

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

## **Circuit Identification**

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

Each and every accessible location of underground cable in control cabinet, pull boxes and pole bases (handholes) shall have a permanent weatherproof white nylon tag with TYPED ¼" black lettering identifying the cabinet, conductor circuit number (i.e. "TA-C").

## **Utility Coordination**

Coordinate with Wisconsin Power & Light Company (Alliant) installation/connection of the new electrical service to the new meter/load center.

## **42. Lighting Meter/Load Center, Item SPV.0060.40.**

### **A Description**

This special provision describes furnishing and installing lighting meter/load center as shown on the plans and hereinafter provided.

### **B Materials**

Provide a 100Amp, 120/240V, single metering unit with six circuit loadcenter. Provide 22KAIC circuit breakers as indicated on the plans. The metering unit shall be provided with a 6-in x 6-in x 8-ft pressure treated post (installed 4-feet into ground) for post type units or a 12-inch thick concrete pad for cabinet type units. The metering unit shall be as approved by the local utility (Aliant) - Milbank #U4322-O-100MB series, Myers Power Products MEUG20 series or Tesco Controls 27-000 series.

Provide copperclad ground rods, bare grounding conductor, conduit and exothermic welds as indicated on the plans for grounding of service.

Provide short type expansion fittings for exposed nonmetallic conduits.

**C Construction**

Install meter pedestal/load center in accordance to the plans and utility requirements. The hole for the pedestal shall be filled with compacted ¼” limestone, compacted every 9” to provide for a stable installation.

Install service grounding system.

Make all connections from the field wiring to the circuit breakers in the pedestal.

The municipality (City of Fond du Lac) will apply for utility service (with the assistance of the contractor) and will pay for all required utility extension fees.

**D Measurement**

The department will measure the Lighting Meter/Load Center 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.0060.40	Lighting Meter/Load Center	Each

Payment is full compensation for furnishing and installing meter pedestal, grounding, circuit breakers, stabilizer foot, excavation, backfill.

**43. Municipal Light Poles, Item SPV.0060.41.**

**A Description**

This special provision describes furnishing and installing poles, mast arms, nut covers, pole wiring/fusing and all miscellaneous hardware required to complete the installation of light poles, in accordance to standard spec 657, Qualified Electrical Products list, as shown on the plans, and as hereinafter provided.

**B Materials**

Furnish and deliver light poles conforming to the details as shown on the plans.

Pole design shall conform to AASHTO design and fabrication standards for structural supports for highway signs, luminaires and traffic signals. Use a design life of 25 years. Design to withstand a 3 second gust wind speed of 90mph (145 km/h). The pole shall support twin 12-foot truss-type mast arms and luminaires with a weight of 75lbs and 1.5EPA in accordance to the details as shown on the plans.

Each pole shall have a factory installed internal dumb-bell type vibration damper.

The wall thickness of each shaft, alloy number, the shaft length, the manufacturer, and the date, shall all be indicated on a manufacturer's plate attached to each shaft near the base.

The pole shafts shall be one-piece round tapered satin finished aluminum.

All shafts shall have a J-hook at the top of each pole to provide strain relief for the cable.

Any and all fasteners and other attachment hardware used on the pole shaft shall be stainless steel unless otherwise approved.

Nut covers shall be provided to conceal the anchor bolts at the base plate.

The pole shafts, handhole covers and nut covers shall have a Class 1 anodized black finish. Anodizing shall be as defined by the Aluminum Association and the American Architectural Manufacturers Association (AAMA) publication AAMA 911-92.

**C Construction**

Install the light poles on transformer bases or concrete as required by plans.

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

**D Measurement**

The department will measure Municipal Light Poles 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.0060.41	Municipal Light Poles	Each

Payment is full compensation for furnishing and installing materials, including poles, nut covers, and hardware as necessary to completely install the lighting pole.

Mast arms, luminaires, transformer bases and concrete bases are paid for under separate bid items.

**44. Municipal Mast Arms, 6-FT, Item SPV.0060.42.**

**A Description**

This special provision describes furnishing and installing mast arms and all miscellaneous hardware required to complete the installation of the municipal lighting units, in accordance to standard spec 657, Qualified Electrical Products list, as shown on the plans, and as hereinafter provided.

**B Materials**

The aluminum mast arm shall be a clamp on type in accordance to standard spec 657. All fasteners shall be stainless steel. 6-FT arms shall be single member type.

The mast arm assembly shall have a Class 1 anodized black finish. Anodizing shall be as defined by the Aluminum Association and the American Architectural Manufacturers Association (AAMA) publication AAMA 911-92.

**C Construction**

Install the mast arms on light poles as required by plans and manufacturer.

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

**D Measurement**

The department will measure Municipal Mast Arms 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.0060.42	Municipal Mast Arms 6-FT	Each

Payment is full compensation for furnishing and installing materials, including mast arms, hardware and providing appurtenances necessary to completely install on the light pole.

**45. Municipal Transformer Bases, Item SPV.0060.44.**

**A Description**

This special provision describes furnishing and installing transformer bases and all miscellaneous hardware required to complete the installation of the municipal lighting units, in accordance to standard spec 657, Qualified Electrical Products list, as shown on the plans, and as hereinafter provided.

**B Materials**

The transformer base shall be a breakaway type with 1 1/2-inch bolt circle in accordance to standard spec 657. All fasteners shall be stainless steel.

The transformer base shall have a Class 1 anodized black finish. Anodizing shall be as defined by the Aluminum Association and the American Architectural Manufacturers Association (AAMA) publication AAMA 911-92.

**C Construction**

Install the transformer bases for lighting units as required by plans and manufacturer.

Furnish and install all incidental items, such as hardware, etc. necessary to make the lighting unit complete.

**D Measurement**

The department will measure Municipal Transformer Bases 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.0060.44	Municipal Transformer Bases	Each

Payment is full compensation for furnishing and installing materials, including transformer bases, hardware and providing appurtenances necessary to completely install the lighting unit.

**46. Municipal LED Luminaires, Type 1, Item SPV.0060.45.**

**A Description**

This special provision describes furnishing and installing LED luminaires and all miscellaneous hardware required to complete the installation of the luminaires, in accordance to standard spec 659, as shown on the plans, and as hereinafter provided.

**B Materials**

Furnish LED luminaires with a slim, low profile design that minimizes wind loading. Luminaires shall be constructed of cast and extruded aluminum with integral, weather-tight LED driver components with high performance aluminum heat-sinks. Each luminaire shall use a terminal block for power input suitable for #2 to #14 AWG wire.

The luminaires shall be designed to mount on a 2" IP (2.375" O.D.) horizontal tenon and shall be adjustable +/- 5 degrees to allow for leveling. Luminaire shall include a leveling bubble.

Luminaire design shall be modular to accommodate varied lighting output by use of LED light bar modules and/or differing driver outputs. LED shall have a nominal color temperature of 4000K (±300K) with a minimum of 70 CRI. Drivers shall operate with an input voltage ranging from 120-277V, 50/60 Hertz, ±10% as standard. LED drivers shall have a power factor greater than 90%. L70 at 25°C shall be 100,000hours or greater. All luminaires shall come equipped with an integral surge suppression protection standard and a quick disconnect harness suitable for mate and break under load provided on power feed to driver. Unit shall be provided with a twist-lock type photocontrol receptacle pre-wired for photocell operation.

The finish shall be factory applied powder coat durable black topcoat providing resistance to corrosion, ultraviolet degradation and abrasion.

Luminaire shall have a minimum of 5 year manufacturer warranty on materials and finish.

Luminaires shall be rated and/or certified as follows:

- UL listed for wet locations
- IP-65 minimum enclosure rating
- IDA dark sky full cutoff compliant

Approved luminaire manufacturers/models:

Type 1:

American Electric #ATB0-30BLEDE13-MVOLT-R2-BK

Cree #STR-LWY-2M-HT-06-E-UL-BK-700-40K-R

Philips #RVS-135W80LED4K-LE2-UNIV-BL-RC-BK

Or approved equal

All luminaires on project shall be by the same manufacturer.

A twist-lock photocontrol shall be provided in each luminaire. The photocontrol shall be electronic dusk to dawn type designed for LED operation, have a 20+ year rated life, infrared filtering phototransistor, 1800VA rating, MOV surge protection, 1.5FC ANSI turn on level, long life capacitors, LED inrush protection, full wave rectified power supply, solid brass contact blades, UL Listed, designed for 120-277V systems (105V-305V range), fail on mode and black cover. The photocontrol shall be Dark To Light #DLL127-1.5-IR-CUL-BK, Ripley #6390LL-BK or Sunrise Technologies #TRS-2, or approved equal.

**C Construction**

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

**D Measurement**

The department will measure Municipal LED Luminaire as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	Municipal LED Luminaires Type 1	Each

Payment is full compensation for furnishing and installing all materials including luminaire and photocontrol; for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

**47. Crash Cushions Temporary Left in Place, Item SPV.0060.71.**

**A Description**

This special provision describes providing temporary crash cushions to be left in place in accordance to standard spec 614.

Crash Cushions Temporary Left In Place become the property of the department upon substantial completion.

**B Materials**

Furnish temporary crash cushions in accordance to the pertinent requirements of standard spec 614.

**C Construction**

Install temporary crash cushions in accordance to the pertinent requirements of standard spec 614.

*Supplement standard spec 614.3.4 with the following:*

Locate the manufacturer’s foundation pad adjacent to the existing paved shoulder. Provide a transition foundation pad section using a 15:1 taper rate after the required manufacturer’s crash cushion pad following the manufacturer’s recommended dimensions. Construct this transition piece using identical materials and depths used for the foundation pad. Place aggregate base course behind the transition pad section to blend to existing slopes. Maintain the temporary crash cushion until the contract is substantially complete.

**D Measurement**

The department will measure Crash Cushions Temporary Left In Place as each individual crash cushion temporary installation, 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.0060.71	Crash Cushions Temporary Left In Place	Each

Payment is full compensation for furnishing, installing, and maintaining the crash cushions, and leaving in place.

**48. Street Sweeping, Item SPV.0075.01.**

**A Description**

Remove small dirt and dust particles from the roadway using a street sweeper periodically during the project as directed by the engineer. For this work provide a self-contained mechanical or air conveyance street sweeper and dispose of the accumulated material.

Cleaning of the roadway before traffic switches or cleaning of roadways from non-contractor vehicle traffic will be paid for under this item.

All street sweeping due to contractors hauling operations is considered incidental to the contract. The contractor is responsible in keeping all public roadways clean and free from dirt and debris at all times.

**B (Vacant)**

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	HRS

Payment is full compensation for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.  
(NER11-0202)

**49. Prefabricated Vertical Drains, Item SPV.0090.01.**

**A Description**

This special provision describes furnishing and installing prefabricated vertical drains (PVD) or “wick drains” after topsoil has been removed and ground has been graded for positive drainage. Perform all work according to the plans and as provided herein.

**B Materials**

The prefabricated vertical drains shall consist of a corrugated plastic or polyethylene core wrapped on all sides with a non-woven, filter geotextile fabric. The geotextile wrap shall be tight around the core and shall be securely seamed in a manner that will not introduce any new materials nor present an obstruction that will impede the flow in the channels of the core. The prefabricated vertical drains shall be Alidrain, Amer-Drain Type 407, Mebra-Drain or an approved equal. The core shall be fabricated with suitable drainage channels.

Every component of the prefabricated vertical drains shall be insect, rodent, mildew, and rot resistant.

The drains shall be free of defects, rips, holes, or flaws. Furnish the prefabricated vertical drains in a wrapping which will protect them from abrasion due to shipping and hauling. The engineer may reject material that is damaged during shipment, storage or handling; or which does not meet the minimum requirements of the wick drain material. The prefabricated vertical drains are to be kept dry until installed. During storage on site, the storage area shall be such that the drain is protected from sunlight, mud, dirt, debris, and detrimental substances.

Clearly mark the prefabricated vertical drain rolls showing the type of vertical drain. Furnish the engineer for approval manufacturer's certifications and prefabricated vertical drain samples a minimum of 14 days prior to delivery of the prefabricated vertical drains to the site. Only one type of prefabricated vertical drain, i.e. prefabricated vertical drain made by the same manufacturer and of the same dimensions and in-plane flow rate, is to be used for the entire project. The delivered prefabricated vertical drains shall bear markings to clearly identify it with the manufacturer's certifications previously furnished to the engineer.

### **C Construction**

Install prefabricated vertical drains with approved equipment of a type which will cause a minimum disturbance of the subsoil during the installation operation. Install the prefabricated vertical drain using a mandrel or sleeve which completely encloses the prefabricated vertical drain, thereby protecting it from tears, cuts, and abrasions during installation. The mandrel or sleeve shall be of minimal cross-sectional area.

Identify the location of all planned monitoring devices relative to wick drain positions and other planned construction activities so that instrumentation shall be installed within the middle of the triangular spacing of a wick drain pattern in order to avoid all potential conflicts.

Submit details of the sequence and method of prefabricated vertical drain installation to the engineer by the contractor a minimum of 14 days prior to the installation of the vertical drains for the engineer's approval. Approval by the engineer will not relieve the contractor of his responsibility to install the prefabricated vertical drains in accordance to these specifications.

Prior to the installation of prefabricated vertical drains within the designated areas, demonstrate that his equipment, installation method, and materials produce a satisfactory installation in accordance to these specifications. For this purpose the contractor shall be required to install trial prefabricated vertical drains at locations designated by the engineer. Payment will be at the unit price per linear foot for the prefabricated vertical drains. Payments will not be made for installing unsatisfactory trial prefabricated vertical drains.

At locations shown on the plan the pre-boring is required for prefabricated vertical drain installation.

Approval by the engineer of the method and equipment used to install the trial drains shall not constitute acceptance of the method for the remainder of the project. If at any time the engineer considers that the method of installation does not produce a satisfactory drain, the contractor shall alter his method or equipment as necessary to comply with these specifications.

Prefabricated vertical drains shall be located, numbered, and staked out by the contractor. Do not vary the locations of drains by more than 6 inches from the locations indicated in the plan documents or as directed by the engineer

**D Measurement**

The department will measure Prefabricated Vertical Drains by the linear foot for the full length of prefabricated vertical drain installed, acceptably completed. The contractor will not be paid for any more than an 18 inch length of prefabricated vertical drain extending above the drainage blanket.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Prefabricated Vertical Drains	LF

Payment is full compensation for the cost of furnishing the prefabricated vertical drain material, installation, altering of the equipment and methods of installation in order to produce the required end result in accordance to the plans and specifications. No payment will be made for unacceptable prefabricated vertical drains or for any delays or expense incurred through changes necessitated by improper or unacceptable material or equipment.

**49. Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 53x83-Inch, Item SPV.0090.02.**

**A Description**

Furnish and install reinforced concrete horizontal elliptical pipe culverts.

**B Materials**

Furnish Class HE-IV pipe culverts in accordance to standard spec 523.2.

**C Construction**

Construct in accordance to the plans and standard spec 523.3.

**D Measurement**

The department will measure Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV (Size) by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 53x83-Inch	LF

Payment is full compensation for providing, hauling, and placing the pipe, geotextile joint wrapping, and joint ties if required; for furnishing all excavating, including foundation or bed, and any associated dewatering; for providing and placing granular backfill or graded aggregate for granular foundation or cushion; for backfilling unless granular backfill is specified; for maintaining temporary drainage including any necessary fittings or connections; and for replacing damaged installations.

**50. Pedestrian Safety Fence, Item SPV.0090.03; Pedestrian Safety Fence Left in Place, Item SPV.0090.13.**

**A Description**

This special provision describes furnishing, erecting, and removing pedestrian safety fence at the locations shown on the plans and as directed by the engineer.

**B Materials**

Furnish rigid wooden frame of 2” X 4” lumber and fasteners assembled as shown on the plans.

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

Furnish fasteners to attach fence fabric to rigid wooden frame.

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

Furnish self-threading anchor bolts as shown on the plans.

Furnish a non-shrink commercial grout or epoxy material identified on the current WisDOT Approved Products List for remaining holes left over from removal of self-threading anchor bolts.

**C Construction**

Assemble rigid wooden frame of 2” X 4” lumber and attach fence to framing. Fence fabric shall be fastened to the wooden frame along each member to create a tight fit that prevents sagging. Overlap rolls at a vertical post and secure with fasteners.

Attach framing to driven posts or anchor the base plate of framing into hard surface with self-threading anchor bolts. Drive posts into the ground 12 to 18 inches. Space posts at 4 feet and self-threading anchor bolts at 16” spacing.

Use a minimum of three wire ties to secure each vertical member of the rigid wooden frame to each driven post.

**D Measurement**

The department will measure Pedestrian Safety Fence and Pedestrian Safety Fence Left in Place 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
SPV.0090.03	Pedestrian Safety Fence	LF
SPV.0090.13	Pedestrian Safety Fence Left In Place	LF

Payment for Pedestrian Safety Fence is full compensation for furnishing and installing rigid wooden frame, fence, posts and anchor bolts; maintaining the rigid wooden frame, fence, posts and anchor bolts in satisfactory condition; and for removing and disposing of rigid wooden frame, fence, posts, anchor bolts and filling remaining anchor bolt holes at project completion.

Payment for Pedestrian Safety Fence Left in Place is full compensation for furnishing and installing rigid wooden frame, fence, posts and anchor bolts; maintaining the rigid wooden frame, fence, posts and anchor bolts in satisfactory condition; and leaving in place.

**51. Storm Sewer Pipe PVC 6-Inch; Item SPV.0090.04.**

**A Description**

Excavate required trenches, lay or construct storm sewer pipe, then backfill the trenches and clean out as shown on the plans, as directed by the engineer, and as hereinafter provided.

**B Materials**

Furnish SDR-35 polyvinyl chloride storm sewer pipe, fittings, couplings, and joint materials conforming to A.S.T.M. designation D3034.

**C Construction**

Construct storm sewer pipe in accordance to standard spec 607.3 with matching fittings, couplings, and joint material to A.S.T.M. designation D3034, or as directed by the engineer.

**D Measurement**

The department will measure Storm Sewer Pipe PVC 6-Inch in accordance to standard spec 607.4.1.

**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	Storm Sewer Pipe PVC 6-Inch	LF

Payment is full compensation for providing all materials, including all fittings, elbows and connections required; for furnishing all excavating, except rock excavation; for sheeting and shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing fixtures; for providing granular backfill material, including bedding material; for backfilling; for removing sheeting and shoring; for cleaning out and restoring the site of the work.

**52. Pre-Boring for Prefabricated Vertical Drains, Item SPV.0090.05.**

**A Description**

This special provision describes pre-boring for prefabricated vertical drains after the pavement and base course have been removed, the ground has been graded for positive drainage and the drainage blanket has been placed. This work will also proceed prior to the installation of the prefabricated vertical drains (PVDs). Perform all work according to the plans and as provided herein.

**B (Vacant)**

**C Construction**

Prior to the start of the installation of the pre-boring for PVDs, demonstrate that the equipment and installation method produce a satisfactory result in accordance to these specifications. For this purpose, the contractor shall be required to pre-bore PVDs at the locations and depths shown on the plans or as designated by the engineer. Conduct pre-boring only where necessary to get to softer soil layers where conventional PVD installation can be performed. It is the intent to place prefabricated vertical drains with the minimum amount of pre-boring.

Carefully check the equipment for plumbness prior to pre-boring each PVD which must not deviate more than 1 inch per foot from the vertical. During the pre-boring process, provide suitable means of determining the depth of the pre-boring completed.

Prior to pre-boring for PVDs that are adjacent to utility facilities designated in the plans, contact the engineer to have utilities within said corridors GPS located by the department. Do not pre-bore within five feet of any underground utility.

**D Measurement**

The department will measure Pre-Boring for Prefabricated Vertical Drains by the linear foot for the full length of pre-boring, 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.0090.05	Pre-boring for Prefabricated Vertical Drains	LF

Payment is full compensation for the cost of pre-boring to produce the required end result in accordance to the plans and specifications. No payment will be made for unacceptable pre-boring or for any delays or expense incurred through changes necessitated by improper or unacceptable material or equipment.

**53. Railing Tubular Screening Galvanized B-20-227, Item SPV.0090.08; R-20-46, Item SPV.0090.09.**

**A Description**

This special provision describes fabricating, galvanizing, coating and installing railing in accordance to standard specs 506, 513 and 517; the plan details; as directed by the engineer; and as hereinafter provided.

**B Materials**

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized and receive a duplex coating system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

## **B.1 Coating System**

### **B.1.1 Galvanizing**

Fabricated railings shall meet the requirements of ASTM A385. After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when coated, will produce unacceptable aesthetic and/or visual qualities, will not be permitted. Water quenching and chromate or other passivating treatments shall not be permitted.

### **B.1.2 Duplex Coating System**

After galvanizing, coat all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints with a duplex coating system as hereinafter provided. All galvanized surfaces to be coated shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants.

The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit shall not be permitted. Brush blast the surface to produce a matte silver appearance. Brush blasting shall not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminants from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue in accordance to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a preapproved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applicator. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

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

Manufacturer	Coat	Products	Dry Film Minimum Thickness (mils)	Min. Time <sup>1</sup> Between Coats (hours)
<u>Sherwin Williams</u> 1051 Perimeter Drive Suite 710 Schaumburg, IL 60173 (847) 330-1562	Tie	Recoatable Epoxy Primer	2.0 to 4.0	6
	Top	B67-5 Series / B67V5	2.0 to 4.0	NA
<b>Acrolon 218 HS</b> Polyurethane, B65-650				
<u>Carboline</u> 350 Hanley Industrial St. Louis, MO 63144 (314) 644-1000	Tie	Rustbond Penetrating Sealer	1	36
	Tie	FC	4.0 to 6.0	10
	Tie	Carboguard 60	4.0 to 6.0	1
	Top	Carboguard 635 Carbothane 133 LH(satin)	4	NA
<u>Wasser Corporation</u> 4118 B Place NW Suite B Auburn, WA 98001 (253) 850-2967	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA
<u>PPG Protective and Marine Coatings</u> P.O. Box 192610 Little Rock, AR 72219-2610 (414) 339-5084	Tie	Amercoat 399	3.0 to 5.0	3
	Top	Amercoat 450H	2.0 to 4.0	NA

<sup>1</sup> Time is dependent on temperature and humidity. Contact manufacturer for more specific information.

## B.2 Shop Drawings

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the coating manufacturer and the product name of the

tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

## **C Construction**

### **C.1 Delivery, Storage and Handling**

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. Handle coated railing in accordance to standard spec 517. If coating is damaged, Contractor shall repair or replace railing assemblies to the approval of the engineer at no additional cost to the Owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the engineer.

### **C.2 Touch-up and Repair**

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, the railing assembly shall be replaced at no additional cost to the Owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

## **D Measurement**

The department will measure Railing Tubular Screening Galvanized (Structure) 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.0090.08	Railing Tubular Screening Galvanized, B-20-227	LF
SPV.0090.09	Railing Tubular Screening Galvanized, R-20-46	LF

Payment is full compensation for fabricating, galvanizing, coating, transporting, and installing the railing, including any touch-up and repairs.

## **54. Concrete Barrier Temporary Left in Place, Item SPV.0090.12.**

### **A Description**

This special provision describes leaving in place temporary precast reinforced concrete barrier conforming to the shape, dimensions, and details the plans show and in accordance to the pertinent provisions of standard spec 603, these special provisions, and as hereinafter provided.

Concrete Barrier Temporary Precast Left In Place becomes the property of the department upon substantial completion of the project.

**B (Vacant)**

**C Construction**

Complete work in accordance to standard spec 603.3.3. Maintain the barrier until the contract is substantially complete.

**D Measurement**

The department will measure Concrete Barrier Temporary Precast Left in Place by the linear foot, acceptably completed, measured along the base of the barrier after final installation in its left-in-place location.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.12	Concrete Barrier Temporary Precast Left In Place	LF

Payment is full compensation for leaving Concrete Barrier Temporary Precast on the project site including any necessary anchoring and anchoring devices.

Delivery, installation, and anchoring of the barrier will be paid for under the pertinent items included in the contract.

**55. Geotechnical Instrumentation (CTH V), Item SPV.0105.01; (CTH T), Item SPV.0105.02.**

**A Description**

**A.1 General**

This special provision describes installing geotechnical instrumentation and collecting data for the project for the purpose of monitoring ground movement in the vicinity of structures and nearby adjacent property and movement during construction of the retaining wall and embankments. The instrumentation program specified herein and shown on the plans is not intended to be used to ensure the safety of the work.

Install the required instrumentation and collect the required ground monitoring data as specified herein. The instrumentation program required by this article does not relieve the contractor of responsibility for providing additional instrumentation and monitoring if, in the contractor's opinion, such additional instrumentation and monitoring are necessary to accomplish the work.

This article covers the work necessary to furnish and install geotechnical instrumentation, maintaining installed instruments, taking initial and subsequent instrument readings, and removal and abandonment, if necessary, of the instruments after construction.

## **A.2 Submittals**

Submit the following specific information for information only, at least 30 days prior to the start of instrument installation, except submit copies of DNR forms as soon as possible after instruments are installed or abandoned:

1. Submit qualifications and experience of instrumentation specialists and personnel.
2. Instrumentation shop drawings detailing locations, depths based on general information shown on the plans, type, details, and other pertinent information showing the installation details for each type of instrumentation required.
3. Drawing that indicates the locations of control points and benchmarks associated with surveys for monitoring geotechnical instrumentation.
4. Description of methods for installing and protecting all instruments.
5. Schedule of instrument installation related to significant activities or milestones in the overall project.
6. 6. Following installation of the instruments and prior to the start of construction, submit as-built shop drawings showing the exact installed location, the instrument identification number, the instrument type, the installation date and time, the heading station or portal on the installation date, when applicable, and the anchor or tip elevation and instrument length, when applicable, and installed locations of control points and benchmarks associated with surveys for monitoring geotechnical instrumentation. Include details of installed instruments, accessories, and protective measures including all dimensions and materials used.
7. Manufacturer's literature describing installation, operation, and maintenance procedures for all instruments, materials, readout units, and accessories.
8. Drilling and installation logs for instrumentation installations prepared by the instrumentation specialist.
9. Submit for each instrument to be installed, as applicable, a certificate issued by the instrument's manufacturer stating that the manufacturer has inspected and tested each instrument before it leaves the factory to see that the instrument is working correctly and has no defects or missing parts.
10. Submit permits and consents for drilling holes from ground surface and conducting monitoring activities.
11. Plans for geotechnical instrumentation to be installed at contractor's option.
12. Copies of completed DNR abandonment forms for subsurface settlement markers, settlement system and vibrating wire piezometers.

## **A.3 Definitions and Locations**

**Open Ground:** Ground without any above- or below-grade facilities, paved or unpaved roads, and utilities within a 25-foot horizontal radius.

**Piezometer (PZ):** A vibrating wire piezometer constructed in a borehole.

**1420-22-71 CTH V**

<u>Station</u>	<u>Offset</u>	<u>Estimated Tip Elevation</u>
129'NB'+30	23.5' RT	834.9
129'NB'+30	23.5' RT	824.9
133'NB'+40	23.5' RT	842.0
133'NB'+40	23.5' RT	828.0
286'VAA'+00	7.5' LT	834.9
286'VAA'+00	7.5' LT	822.9

**1420-23-71 CTH T**

<u>Station</u>	<u>Offset</u>	<u>Estimated Depth(feet)</u>
606+75	23' LT	809.9
606+75	23' LT	799.9
611+20	23' RT	813.4
611+20	23' RT	803.4

Readout Post (ROP): Posts with the readout box, positioned with agreement between the contractor and engineer.

Settlement Gauge

**1420-22-71 CTH V**

<u>Station</u>	<u>Offset</u>	<u>Estimated Tip Elevation</u>
129'NB'+30	23.5' RT	784
133'NB'+40	23.5' RT	781
286'VAA'+00	7.5' LT	782

**1420-23-71 CTH T**

<u>Station</u>	<u>Offset</u>	<u>Estimated Tip Elevation</u>
606+75	23' LT	773
611+20	23' RT	773

Slope Inclometers (SI): The department will install slope inclinometers at the following locations. Do not damage slope inclinometers. Contractor at his own expense will replace any damaged slope inclinometers.

**1420-23-71 CTH T**

Feature	Station	Offset	Estimated Tip Elev.
CTH T	613+00	44' LT	827

**A.4 Quality Assurance**

**A.4.1 General**

Notify the engineer at least 24 hours prior to all instrumentation installation operations so that the engineer may monitor the installation work.

Each instrument specified herein shall be the product of an acceptable manufacturer currently engaged in manufacturing geotechnical instrumentation hardware of the specified types.

**A.4.2 Personnel Qualifications**

Qualified technicians with a minimum of 2 years of experience in the installation of geotechnical instrumentation similar to those specified herein.

Instrumentation Specialist: A professional civil or geotechnical engineer or engineering geologist, with a minimum of 5 years of experience in the installation of instrumentation specified herein, shall prepare instrumentation shop drawings and supervise and direct technicians and be responsible for instrument installation required. The instrumentation specialist shall be physically present at the installation sites to supervise the installations.

**A.4.3 Control Points**

Surveys for monitoring geotechnical instrumentation shall be referenced to the same control points and benchmarks established for setting out the work. Control points shall be tied to benchmarks and other monuments outside of the zone of ground movements that might result from underground excavations.

**A.4.4 Tolerances**

SSMs, (SS) and PZs shall be installed within 12 inches of the horizontal locations indicated in this special provision or approved shop drawings.

Should actual field conditions prohibit installation at the locations and elevations indicated on the plans, prior acceptance shall be obtained from the engineer for new instrument locations and elevations.

**A.4.5 Project Conditions**

Obtain necessary permits for the installation of monitoring systems.

Provide the engineer and the department access to the instruments at all times. All PZs shall be protected from vandalism or other accidental damage.

## **B Materials**

### **B.1 Protection**

Provide a protection cover for readout post.

### **B.2 Filter Pack**

Filter pack shall be clean natural silica sand; graded such that all of the material passes the No. 4 sieve and is retained on the No. 30 sieve.

### **B.3 Filter Pack Seal**

Filter pack seal shall be clean natural silica sand; graded such that all of the material passes the No. 10 sieve and is retained on the No. 40 sieve.

### **B.4 Bentonite Seal**

Bentonite pellets used to form bentonite seals shall be 3/8-inch diameter compressed pellets made from high swelling montmorillonite.

### **B.5 Grout**

Grout mixes for each instrument type are specified herein.

### **B.6 Piezometers (PZ)**

The vibrating wire piezometer cable will run to the cable box in a trench backfilled with granular backfill.

### **B.7 Structure Settlement Markers (SSM)**

Settlement markers on retaining walls shall consist of a 3/16-inch diameter brass or stainless steel rod, 2 inches in length or longer, epoxy grouted into a 1/4-inch diameter hole drilled into the retaining wall. The exposed end of the rod shall have no sharp edges.

## **C Construction**

### **C.1 General**

Install instrumentation at the locations indicated on this special provision or approved shop drawings, and as approved by the engineer. Install the piezometer after wick drain and drainage blanket construction (by others) excavation of the retaining wall is completed. Install all instrumentation under the direct supervision of the contractor's instrumentation specialist.

Locate conduits and underground utilities in all areas where borings are to be drilled and instruments installed. Instrument locations shall be modified, as approved by the engineer, to avoid interference with the existing conduits and utilities. Repair damage to existing utilities resulting from instrument installations at no additional cost to the department.

Geotechnical instrumentation shall be installed and baseline surveys or initial readings completed before commencing any filling work for the retaining wall and embankment. A qualified instrumentation specialist shall install the instrumentation as shown on the project plans and as specified herein. The instrumentation specialist shall have documented experience as set forth in the subsection, Quality Assurance.

An as-installed position survey shall be conducted to determine the horizontal and vertical positions of all instruments in accordance to the requirements herein. Furnish the engineer with a copy of the results within 3-days of field survey data acquisition.

### **C.2 Review of Instrumentation Plan**

The instrumentation plan specified herein and shown on the plans may be modified by the engineer prior to installation, to suit the contractor's means and methods of construction. Prior to ordering materials or installation of instruments, confer with the engineer as to the suitability of the planned instruments and locations, regarding proximity to excavations and compatibility with the means and methods of excavation, ground support and groundwater control.

Replace, at no cost to the department, instrumentation in place that becomes inaccessible or unreadable as a result of the contractor's means and methods of construction or changes in the contractor's means and methods of construction that could have been anticipated by the contractor prior to installation. The locations of replacement instruments shall be jointly determined by the engineer and contractor.

### **C.3 Installation**

Complete installation and testing of each instrument a minimum of one week prior to starting fill placement.

The anticipated general locations of instrumentation are shown in this special provision. Check instruments to be installed in borings for interference with utilities and subsurface facilities. Mark locations of all instruments in the field prior to installation acceptance of the location obtained from the engineer. Confer with the engineer in the event that conflicts with utilities occur, and changes to the planned locations become necessary.

All instruments shall be clearly marked, permanently labeled, and protected to avoid being obstructed or otherwise damaged by construction operations or the general public. Protective housing and box or vault covers shall be marked.

After installation of each instrument, survey the as-built location to define the vertical and lateral positions of the exposed parts.

### **C.4 Protection and Maintenance**

Flag and protect all locations. Exercise care during construction so as to avoid damage to instrumentation. Repair or replace instrumentation that is damaged as a result of the contractor's operation at his expense. The engineer will determine whether repair or replacement is required. Complete the repair or replacement as soon as practical after notification by the engineer as to whether a repair or replacement is required.

Maintain exposed parts of installed instruments as necessary to ensure their availability for use for the duration of the work. The engineer will perform maintenance and calibration of readout devices.

### **C.5 Soil Drilling and Sampling**

Hollow stem auger methods may be used to provide a casing for temporary soil support. Boreholes shall be oversized at the ground surface as necessary to accommodate installation of protective covers.

Arrange ports in the drilling bit so that there is no jetting action of the drilling fluid ahead of the bit. Use the minimum amount of fluid necessary to carry away the cuttings.

Complete soil sampling at intervals of 5.0 feet or less using standard penetration tests that are conducted in accordance to ASTM D 1586.

Store representative sample portions not retained for analytical laboratory testing in glass jars approximately 5 inches high and 1-3/4 inches in inside diameter at the mouth. Provide jars with metal screw caps containing a rubber or waxed paper gasket that forms an airtight seal when closed. Provide jars with labels large enough to identify the jar with the project number and name, boring number, sample number, depths at top and bottom of sample, blow count and recovery. Perform the laboratory testing on retained samples as deemed necessary.

Observe all soil drilling and sampling and prepare a log of the boring.

Upon completion of drilling, flush the boring with clear water prior to instrument installation.

### **C.6 Potholing**

Potholing is defined as use of vacuum excavating or low pressure water jetting and vacuum excavating to advance holes with low risk of utility damage to confirm utility locations or to advance holes for grout pipes or geotechnical instrumentation to depths below utilities of concern. Perform potholing to at least one foot below anticipated utility bottom levels prior to installing piezometers.

### **C.7 Tremie Grouting**

Perform tremie grouting by pumping grout through a tremie pipe positioned 3 to 5 feet above the bottom of the space to be grouted. Keep the bottom end of the tremie pipe submerged in grout as the grout level is brought up to the ground surface. The density of the grout flowing from the space at the ground surface shall be the same as the density of the grout being placed. Allow the grout to set for a minimum 12-hour period before additional materials are placed on top of the grout. Top off any settling of grout.

### **C.8 Installing vibrating wire piezometer and settlement systems**

Drill, sample and log borings in soil drilled for the purpose of installing vibrating wire piezometers, settlement systems and observation wells as specified here in subsection, Soil Drilling and Sampling. Drill borings using 4-inch minimum inside diameter casing and water. Drill the borings so as not to damage adjacent utilities. Drill borings for double piezometers using 6-inch minimum inside diameter casing for a minimum of the full depth

of the upper vibrating wire piezometer. If use of drilling fluid is necessary to stabilize the borehole, use a biodegradable organic polymeric drilling fluid. Perform a standard penetration test at 5.0-foot depth intervals.

Install the vibrating wire piezometer tip, filter pack, filter pack seal, and annular space seal as determined by contractor's engineer or approved alternatives. The engineer will determine the depth of the sensing zone for each vibrating wire piezometer installed based upon observations of retained soil samples. Withdraw the drill casing in small increments as the backfill materials are placed, so that collapse of the borehole does not occur. Do not rotate casing during withdrawal.

Place filter pack material slowly so that bridging does not occur in the boring and to prevent the instrument from being lifted as the casing is withdrawn. Use a measuring rod or similar device to measure the height of the filter pack to ensure that the filter pack is installed over the proper depth interval. Carefully raise and lower the measuring rod while the filter pack is installed, to prevent bridging and to tamp the filter pack in place.

Place a filter pack seal above the filter pack. Place the filter pack seal in a similar manner as for filter pack material. Place a bentonite seal above the filter pack seal.

Place the annular space seal by tremie grouting. Place the grout in such a manner as to not disturb the integrity of the filter pack and seal.

For double piezometers, allow the annular space seal between the lower and upper sensing zones to set a minimum of 12 hours before the upper filter pack is placed. Alternatively, form the annular space seal by a mixture of coarse sand and grout placed in small lifts. Tamper the sand during placement. Place grout by tremie method. Take care to provide a watertight seal between the upper and lower sensing zones, and to avoid contaminating the upper sensing zone with grout.

Grout for the annular space seal for piezometers shall consist of a bentonite to cement ratio of 0.15/1 by weight, with sufficient water to allow pumping. Mix bentonite and water first.

### **C.9 Installing Structure Settlement Markers (SSM)**

Install structure settlement markers (SSM) at the locations as shown on the plans. Permission to install markers will be obtained from the owner of the structure, by the department prior to installation. Extend the drill hole a minimum of 1 inch and a maximum of 2 inches into the structure. Extend the marker 1/2 inch from the face of the structure, or the minimum distance necessary to allow vertical positioning of an optical survey level rod. Install the marker so as not to damage the surface finish of the structure.

### **C.10 Schedule of Instruments Installed**

For the retaining wall, install instruments of the number and type, at the location and to the depths indicated on this special provision.

### **C.11 Initial Readings**

Record initial readings for each instrument before construction of the retaining wall and embankment. Notify the engineer when initial readings will be made, and the engineer may elect to participate or observe in taking initial readings.

Record initial vibrating wire piezometer readings a minimum of 48 hours after completing installation and testing of each piezometer. Two sets of vibrating wire piezometer readings, at least 4 hours apart will be taken. If the variation in vibrating wire piezometer readings exceeds 0.1 foot, the two sets of readings will be repeated. The arithmetic average of the two sets of vibrating wire piezometer readings that do not vary by more than 0.1 foot will be used as the initial baseline vibrating wire piezometer readings.

Record initial readings of settlement markers a minimum of 24 hours after completing each settlement marker installation and prior to any fill placement. Obtain a minimum of two readings. The arithmetic average of the two initial recorded data readings will be recorded as the initial baseline reading.

### **C.12 Monitoring Instruments**

Obtain and record data readings at regular intervals as specified herein. Submit any newly obtained recorded data to the engineer within 24 hours of obtaining new readings.

After initial readings, obtain and record subsequent regular data readings at each structure or embankment area on regular intervals based on the following criteria:

1. Prior to retaining wall and embankment construction: Record a minimum of one reading per week per instrument.
2. During retaining wall and embankment construction:  
Record one reading per instrument for every 5 feet of vertical retaining wall and embankment construction or at least every day, whichever is the shorter interval.
3. After retaining wall and embankment construction is completed:  
Record a minimum of one reading per instrument every three days for the first month and once per week thereafter, unless directed otherwise by the engineer.
4. Obtain weekly readings from all settlement markers for a minimum of four months after retaining wall and embankment backfill placement is complete.

Based on evaluation of the data collected, the engineer will determine if continued instrumentation readings are necessary. If additional readings are necessary, the readings will be obtained by the engineer.

### **C.13 Abandonment of Instrumentation**

At the completion of the job or as directed by the engineer, abandon or remove instrumentation. Grout the full depth of instrument casings and pipes by tremie method or

by pressure injection from the ground surface. Grout shall consist of cement and water, with the minimum amount of water necessary to allow pumping.

**C.14 Protection**

Protect instrumentation and terminal boxes from damage as a result of construction activity. Replace any instrumentation and terminal boxes at the contractor costs. Extend existing settlement gauges as part of this work.

**D Measurement**

The department will measure Geotechnical Instrumentation (Location) as a complete 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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Geotechnical Instrumentation (CTH V)	LS
SPV.0105.02	Geotechnical Instrumentation (CTH T)	LS

Payment is full compensation for providing submittals, furnishing materials, installation, testing, protection, maintenance, replacement or repair of damaged instruments or installations, obtaining data readings, abandonment.

**56. Water for Seeded Areas, Item SPV.0120.01.**

**A Description**

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

**B Materials**

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

**C Construction**

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. The topsoil shall not be left un-watered for more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

**D Measurement**

The department will measure Water for Seeded Areas by volume by the thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.01	Water for Seeded Areas	MGAL

Payment is full compensation for furnishing, hauling, and applying the water. (NER12-1010)

**57. Prestressed Precast Concrete Wall Panel, Item SPV.0165.01.**

**A Description**

This special provision describes constructing precast prestressed concrete wall panels with heights and patterns as shown on the plans including product design, fabrication, transportation, erection, anchorage and other related items.

These specifications provide for prestressing concrete panels by the pretensioning method. In this method, stress the reinforcing tendons initially, then place and cure the concrete and release the stress from the anchorages to the concrete after developing specified concrete strength.

Design shall be in accordance to the AASHTO LRFD Bridge Design Specifications and applicable codes. The design life of the precast concrete wall panels and all panel components shall be 75 years.

**B Materials**

**B.1 General**

Furnish materials conforming to the following:

- Masonry Anchors..... standard spec 502
- Coated High Strength Bar Steel Reinforcement ..... standard spec 505
- Pretensioning Reinforcement..... standard spec 503
- Welded Steel Wire Fabric for Concrete Reinforcement ..... standard spec 505
- Structural Steel and Miscellaneous Metals ..... standard spec 506
- Elastomeric Bearing Pads ..... standard spec 506

Galvanize or furnish stainless steel materials for all hardware incorporated into the finished structures. (Not including reinforcement bars or pretensioning reinforcement.)

**B.2 Concrete**

Furnish concrete as specified in standard spec 501.

Ensure concrete attains a minimum 28-day compressive strength of 5000 pounds per square inch. Base all tests on 6 inch by 12-inch cylinders, or 4 inch by 8-inch cylinders, provided the engineer develops and approves a correlation factor. Mold concrete cylinders in suitable steel or plastic molds. Cure concrete cylinders according to AASHTO T 23,

except cure the cylinders with the member until release strength is obtained, then cure the cylinders according to AASHTO T 23.

Make and test the cylinders and make available to the engineer all information relating to the making and testing of cylinders. Notify the engineer immediately if concrete cylinder compressive strengths are less than the required 28-day strength. Keep neatly documented records of all cylinder testing on the day of the test and make them available to the engineer. Provide copies of the tests to the engineer by contract completion.

Furnish precast prestressed concrete panels cast from air entrained concrete. Use type I, IS, I(SM), IP, II, or III cement. The contractor may replace up to 30 percent of type I, II, or III portland cement with an equal weight of fly ash conforming to standard spec 501.2.6 or slag conforming to standard spec 501.2.7. Use only one source and replacement rate for work under a single bid item. Use a department-approved air entraining admixture conforming to standard spec 501.2.2 for air entrained concrete. Use only size No. 1 coarse aggregate conforming to standard spec 501.2.5.4.

Determine proportions for the mix within the following limitations:

Water cement ratio .....	not greater than 0.45
Cement content, pounds per cubic yard of concrete .....	610 minimum
Air content of concrete, percent maximum.....	3.5-6.0
Slump of mixed concrete, maximum .....	4 inches

If the mix does not contain a high range water reducer admixture, use a department-approved set retarding admixture as specified in standard spec 501.2.3.2 at the recommended rate if the ambient air temperature is 70 degrees F (21 degrees C) or higher. The contractor may use it at their option if the ambient air temperature is less than 70 degrees F (21 degrees C).

Do not add more admixtures or water after mixing is complete.

Use admixtures that do not have significant chlorides or chlorides added during manufacture.

Use admixtures that are compatible with all ingredients of the concrete mixture.

### **B.3 Pretensioning Reinforcement**

Use high tensile strength, 7-wire strands conforming to ASTM A 416, grade 270.

### **B.4 Plant Certification**

Obtain all precast prestressed concrete wall panels from fabrication plants that comply with the department's plant certification program for precast prestressed concrete, unless the engineer agrees to accept these items according to the alternate procedures set forth in the department's plant certification program.

## **B.5 Lifting Devices**

The type, number and locations of lifting devices and the method of handling the architectural precast panels is determined by the fabricator and approved by the engineer. Do not locate lifting devices in the surface of the panel facing away from the road.

## **B.6 Accessories and Inserts**

Materials:

Shims: High-density plastic or galvanized steel, 1/8-inch thick, smooth both sides

Carbon steel plate: ASTM A 283

Welded headed studs: AWS D1.1 – Type B

Bolts, nuts, rods, washers: standard spec 506.2

Joint Material: Closed cell 100% virgin chloroprene (neoprene) filler meeting Section 14 of the AASHTO LRFD Bridge Design Specifications.

Inserts: Galvanized with minimum 12 Gage steel conforming to ASTM A1011 SS GR 33 or ASTM A653 GR 33 A. Inserts anchors to have 1 1/2-inch minimum cover.

Zinc coated fabrications: Conform to ASTM 385 for fabricating zinc coated work.

## **C Construction**

### **C.1 Design Requirements**

Design panels and components to withstand initial handling, transportation, and erection stress limits; dead loads; wind load of 40 pounds per square foot; suction load of 20 pounds per square foot; structural backfill in cavity to 42 inches above finished grade and in front of abutments as shown in the plans; thermal stresses; and other loads specified. In addition to the above loads also design inserts and connection assemblies for the loads indicated on the plans and a horizontal force equal to at least 20% of the dead weight of the panel.

Provide a minimum prestress of 250 psi after losses and minimum temperature and shrinkage reinforcement as required by AASHTO LRFD Bridge Design Specifications Section 5.10.8.

### **C.2 Submittals**

Erection drawings shall conform to the contract plans and consist of member piece marks and completely dimensioned size and shape of each member; plans and/or elevations locating and defining all products furnished by manufacturer; sections and details showing connections, cast-in items and their relation to the structure; relationship to adjacent material including footings and copings; joints between members and structure; description of all loose, cast-in and field hardware; field installed anchor location drawings; erection sequences, when required to satisfy stability, and handling requirements; and all dead, live and other applicable loads used in the design.

Production drawings shall conform to the contract plans and consist of elevation view of each member; sections and details to indicate quantities and position of reinforcing steel, anchors, inserts, etc.; handling devices; dimensions and finishes; prestress for strand; concrete strengths; estimated cambers; and methods for storage and transportation.

Submit on request design calculations performed by a registered engineer licensed in the State of Wisconsin experienced in the design of precast prestressed architectural concrete.

Design modifications necessary to meet performance criteria and field coordination. Variations in details or materials shall not adversely affect the appearance, durability, or strength of units. Maintain general design concept without altering profiles and alignment.

Submit on request reports on materials, compressive strength tests on concrete and water absorption tests on units.

Submit to the engineer, for acceptance and placing on file before commencing, one set of the submittals that the contractor has checked. In addition, provide two sets to the Region office, Bryan Learst, (920) 492-4139, and one set to the Bureau of Structures for acceptance and inspection purposes. Only after acceptance by the Region may fabrication commence of panels begin. The engineer may refuse prints of submittals that are not clear and legible. If the engineer requests, submit one additional copy of submittals for review. After acceptance, furnish as many copies of submittals as required.

The submittals become a part of the contract, provided any differences between sections on production drawings and sections the plans show are made only if the engineer approves and if the substitution is made at no additional expense to the department.

After initial submittal and acceptance, make no deviation from the production drawings or changes to them without the engineer's further review and acceptance.

The engineer's review of submittals means only a review of the character and sufficiency of the details and does not relieve the contractor from responsibility in regard to errors or omissions on those drawings.

### **C.3 Stressing Procedure**

Stressing procedure shall be in accordance to standard spec 503.3.1. Ensure all the strands of a pretension member are free from kinks or twists before starting tensioning operations. Ensure no strand unwinds more than one turn after starting tensioning operations.

Perform transfer of prestress to concrete after the concrete develops the minimum required strength for transfer determined by the test cylinders.

### **C.4 Placing and Fastening Steel**

Placing and fastening steel shall be in accordance to standard spec 503.3.1.1. Place all steel units in the position the plans show and hold firmly during concrete placing and setting as specified in standard spec 505.3.

Ensure that all prestressing steel is free of dirt, grease, wax, scale, rust, oil, or other foreign material that may prevent bonding between the steel and the concrete.

### **C.5 Placing Concrete**

Handle and place the concrete as specified in standard spec 502.

### **C.6 Tolerances**

Cast architectural precast concrete panels to plan dimensions within the following applicable tolerances:

Overall height of panel measured at the face exposed to view .....	$\pm 3/16$ -inch per 10 ft.
Overall width of panel measured at the face exposed to view .....	$\pm 3/16$ -inch per 10 ft.
Total thickness .....	$\pm 1/4$ -inch
Structural thickness .....	$\pm 1/4$ -inch
Variation from square or designated skew .....	$\pm 1/2$ -inch
Local smoothness, unconcealed surfaces .....	$\pm 1/4$ -inch per 10 ft.
Bowing .....	$\pm$ Length/360, to a maximum of 1-inch
Warp (from adjacent corner) .....	$\pm 1/16$ -inch per ft.
Location of inserts .....	$\pm 1/2$ -inch
Tipping and flushness of inserts .....	$\pm 1/4$ -inch
Position of handling devices .....	$\pm 3$ -inch
Reinforcing steel:	
Where position has structural implications or affects concrete cover .....	$\pm 1/4$ -inch
Otherwise .....	$\pm 1/2$ -inch
Location of strand:	
Perpendicular to panel .....	$\pm 1/4$ -inch
Parallel to panel .....	$\pm 1$ -inch
Dimensions of architectural features and rustications .....	$\pm 1/4$ -inch

### **C.7 Curing**

Cure concrete in accordance to standard spec 503.3.2.2.

### **C.8 Surface Finish**

Provide architectural surface treatment as detailed in the plans. Provide a rubbed surface finish on the remaining exposed surfaces of prestressed concrete panels as specified in standard spec 502.3.7.3 before shipping from the plant. Use rigid molds to maintain panels within specified tolerances conforming to shape, lines, and dimensions shown on the production drawings. Construct molds to withstand vibration method selected.

Coat bottom of panels with bitumastic after cutting strands flush. Do not coat top of panels.

### C.9 Erection

Erect panels without damage to shape or finish. Replace or repair damaged panels. Do not drill or form holes through the precast prestressed wall facing panels to erect panels. An alternate method of anchoring/attaching the precast prestressed concrete wall panels may be submitted to the engineer for review and possible acceptance.

Place precast concrete wall panels so that their final position is vertical. Ensure that the vertical joint openings between panels are uniform and that decorative patterns between panels are aligned.

When panels require adjustment beyond design or tolerance criteria, discontinue affected work; advise engineer.

Verify structure, footings, anchors blocks, rods, couplers, clevises, and other anchor devices are ready to receive panels. Verify that wall panel footings are placed at the proper horizontal and vertical alignments and are ready to receive wall panels. Place elastomeric pad and shims behind panels to ensure proper horizontal alignment. Set panels on elastomeric bearing pads and shims and install base angles at ends of panels. Place a 2 foot wide layer of Geotextile Fabric Type DF over the joint between the tilt up panel and the panel footing as shown on the plans. Shim vertical joints to get proper opening. Install and compress neoprene joint filler in the lap joints between panels. Fasten top of panels to deadman anchor block assemblies at MSE walls, as shown on the plans.

Touch-up scratched or damaged galvanized surfaces.

### C.10 Erection Tolerances

Plan location from wall reference line .....	± 1/2-inch
Plan location from wall alignment.....	± 1/2-inch
Top elevation from nominal top elevation.....	± 1/4-inch
Support elevation from nominal elevation:	
Maximum low .....	1/2-inch
Maximum high.....	1/4-inch
Plumb in any 10 ft. of panel height.....	± 1/4-inch
Maximum offset of matching edges and decorative patterns .....	± 1/4-inch
Maximum offset of matching faces .....	± 1/4-inch
Joint width (governs over joint taper).....	± 1/4-inch
Joint taper maximum.....	± 3/8-inch
Joint taper over 10 ft. length .....	± 1/4-inch
Differential bowing or camber as erected between adjacent members of the same design.....	± 1/4-inch

### C.11 Adjusting

Adjust panels so joint dimensions are within tolerances.

**D Measurement**

The department will not measure Prestressed Precast Concrete Wall Panel. The department will pay plan quantity in accordance to standard spec 109.1.1.2. Any modifications to the contract quantity caused by corrections or revisions of the original contract plan, which have been approved by the engineer, will be measured by the square foot on a vertical plane between a line at the finished grade in front of the panel and a line indicating the top of wall including wall cap or coping as shown on the plans. Unless ordered by the engineer, panel area below or above these lines will not be measured for payment.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Prestressed Precast Concrete Wall Panel	SF

Payment is full compensation for preparing the design drawings and calculations, production drawings, and coordination; for providing concrete and reinforcement steel for the cast-in-place concrete footings and copings, prestressed precast wall panels, including all concrete, grout, mortar, reinforcement steel, tie bars, bearing pads, geotextile fabric Type DF, excavation, shims, masonry anchors, filler, anchor plates, angles, slotted inserts and other embedded metal; for casting and curing concrete; for jacking and prestressing; and for furnishing all handling, hauling and erecting. Deadmen, anchor blocks, rods, couplers and clevises shall be produced and supplied to the job site under this item. (Installing deadmen within the reinforced earth mass will be covered under the MSE Wall bid item) Parapets, railings, and other items above the wall panel cap or coping will be paid for separately. Architectural Surface Treatment will be paid for separately.

**58. Wall Wire Faced Mechanically Stabilized Earth LRFD/QMP, Item SPV.0165.02.**

**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 minimum.

This special provision describes the quality management program (QMP) for MSE walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes 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>

## **B Materials**

### **B.1 Proprietary Wire Faced Mechanically Stabilized Earth Wall Systems**

The supplied wall system must be from the department's approved list of Wire Faced Mechanically Stabilized Earth Wall systems (Wire Faced MSE Walls).

Proprietary wall systems may be used for this work, but must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures, Structures Design Section. The department maintains a list of pre-approved Wire Faced Mechanically Stabilized Earth (Wire Faced MSE) Wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract.

To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision. Applications for pre-approval may be submitted at any time. Applications must be prepared in accordance to the requirements of Chapter 14 of the department's current 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 the proposed wall design is in compliance with the design specifications. Four copies of the following shall be submitted to the engineer for review and acceptance no later than 60 days from the date of notification to proceed with the project.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the Wire Faced MSE Walls shall be in compliance with the *AASHTO LRFD Bridge Design Specifications 5<sup>th</sup> 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 engineering design procedures as

determined by the department. Loads, load combinations, 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 LRFD.

Design and construct the walls in accordance to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer. If the wall is installed in front of a bridge abutment or wing, it shall also be designed to resist the applied abutment/bridge lateral forces specified on the contract plans.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf in accordance to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratios (CDR) for sliding, eccentricity, and bearing checks is performed by the department and are provided in the wall plans.

The design of the Wire Faced MSE Walls by the contractor shall consider the internal and compound stability of the wall mass in accordance to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and panel-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits.

The minimum embedment of the Wire Faced MSE wall shall be 1 foot 6 inches, or as given on the contract plan. Frost depth shall not be considered. Additional embedment may be detailed by the contractor, but will not be measured for payment. The wall facings shall be designed in accordance to AASHTO 11.10.2.3. A fine metallic screen and a geotextile filter fabric shall be used at the front face of the wall to retain the fines of the soil mass.

The nominal long term design strength to be used in steel reinforcement and connector design shall consider the corrosion losses and based upon conditions at the end of the design life. The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height or as shown on the plan. In no case shall this length be less than 8 feet. The soil reinforcement shall be the same length from the bottom to the top of each wall section. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend 3 feet beyond the theoretical failure plane in all cases.

The maximum vertical spacing of soil reinforcement layers shall be 24 inches. The uppermost layer of the reinforcement shall be located between 6” and 12” below the bottom of an overlying slab, footing or top of the wall. The upper layers of the soil reinforcement shall also be checked to verify that they have sufficient tensile resistance against traffic barrier impact where applicable.

Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Cutting or altering of the basic structural section of either the strip or grid at the site is prohibited unless approved by the Structures Design Section. A minimum clearance of 3” shall be maintained between any obstruction and reinforcement unless otherwise approved by the Structures Design Section. Splicing steel reinforcement is not allowed unless approved by the Structures Design Section.

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 the 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 for wall system components 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 Steel Components**

All steel components (except the metallic screen) of permanent Wire-Faced MSE walls shall be galvanized in accordance to ASTM A-123. Provide steel reinforcement that meets the following requirements:

- **Welded Wire Fabric Soil Reinforcement**

Provide shop fabricated welded wire reinforcement from cold drawn steel wire that has a yield stress of 65,000 psi and conforming to the minimum requirements of ASTM A-82 and be welded into the finished configuration in accordance to ASTM A-185. A minimum galvanization coating of 2 oz/ft<sup>2</sup> or 3.4 mils thickness is required. Replace welded wire fabric that has been damaged during handling, placing or backfilling at the direction of the engineer, at no expense to the department.

- **Steel Reinforcing Strips and Tie Strips**

As an alternate to welded wire reinforcing mesh, provide steel reinforcing strips or ladder reinforcing strips or equal, hot-rolled from bars, to the required shape and dimensions meeting the requirements of ASTM A-572 Grade 65 minimum and galvanized to a minimum thickness of 3.4 mils. Tie strips shall be shop fabricated of hot-rolled steel meeting the requirements of ASTM A-1011 Grade 50.

- **Welded Wire Fabric Facing Panels**

Provide welded wire fabric that is used to fabricate the facings of the wire-faced wall that has a yield stress of 65,000 psi. All steel shall be shop fabricated of cold drawn steel wire conforming to the minimum requirements of ASTM A-82 and be welded into the finished configuration in accordance to ASTM A-185. Replace welded wire fabric that has been damaged during handling, placing or backfilling at the direction of the engineer, at no expense to the department.

- **Fasteners**

Galvanized high strength bolts meeting the requirements of AASHTO M164 or equivalent.

- **Connector Pins and Mat Bars**

Connector pins and mat bars fabricated from cold drawn steel wire meeting the requirements of ASTM A-82 and galvanized to according to ASTM 123 to a minimum thickness of 3.4 mils.

- **Metallic Screen**

Provide a stainless steel or galvanized steel metallic screen per ASTM A740. The metallic screen should have an approximate opening of ¼” and be made of 0.025” (minimum) gauge wire.

### **B.3.2 Geotextile Filter Fabric**

Geotextile filter fabric shall be used behind the metallic screen. Use geotextile as recommended by the wall manufacturer. If none is recommended, use Type DF (schedule B) as shown in standard spec 645 or as specified on the contract plans. Deliver geotextile fabric in a protective wrap and keep it protected from ultraviolet light until it is incorporated into the work.

### **B.3.3 Backfill**

Furnish and place backfill for Wire- Faced MSE wall as shown on the plans and as herein provided.

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

Provide material that conforms to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0-60
No. 200	0-15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material shall meet the following requirements.

Test	Method	Value
pH	AASHTO T-289	5 – 10.0
Sulfate content	AASHTO T-290	200 ppm max.
Chloride content	AASHTO T-291	100 ppm max.
Electrical Resistivity	AASHTO T-288	3000 ohm/cm min.
Organic Content	AASHTO T-267	1.0% max.
Angle of Internal Friction	AASHTO T-236*	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.1)

\*If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM 5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1” material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests (except Angle of Internal Friction test), are also required. These additional backfill tests

may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2,000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2,000 cubic yards of backfill, or portion thereof, used per wall. All certified report of these test results shall be less than 6 months old and performed by a certified independent laboratory.

## **C Construction**

### **C.1 Methods**

All excavation and preparation of the foundation for the Wire-Faced Mechanically Stabilized Earth wall shall be in accordance to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the bottom of the wall unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it is should rain. Do not stockpile or store any materials or large equipment within 10 feet of the back of the wall.

Stagger vertical joints in the welded wire facing.

Compact all backfill behind the wall as specified in 207.3.6. Compact the backfill to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf) or as modified as follows. If the gradation of the granular backfill is such that the P-200 material is less than 7% and the P-40 is less than 30%, a one-point Proctor test can be conducted in place of the 5-point Proctor. To complete this one-point test compact the sample at a moisture content of 6% then compute the actual (as-tested) sample moisture after completion of the test. Use Method B or D, and perform this test without removing oversize particles and without correction for coarse particles, as per AASHTO T224. The one-point as-tested moisture content represents the optimum moisture, and the measured one-point density represents the maximum wet density of the material. From these values, the maximum dry density can be computed.

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the wall face.

Erect welded wire facing and other associated elements according to the wall manufacturer's construction guide. Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. Place remaining courses in vertical or battered positions as shown on the contract plans.

The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstruction in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater skew angle is shown on the wall shop drawings. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

When the wall is considered temporary (but will have any geotextile material exposed to ultraviolet light for four months or more), or the installation of a permanent wall facing will not occur for four months or more after placement of any geotextile material, cover the exposed geotextile material in the wall as quickly as practical, to prevent damage caused by exposure to ultraviolet light.

## **C.2 Tolerances**

- The overall vertical tolerance of the wall and the horizontal alignment tolerance shall not exceed 2 inches per 10 feet for permanent installations.
- Where a cast-in-place facing or a precast concrete panel facing is installed, the overall vertical tolerance shall not exceed  $\pm 1$  inch or as shown on the contract plans.
- For battered wire facing, the final deviation from the design batter shall be within  $\pm 3/4$  inch for each 10 feet of battered wall height.
- The offset limit between consecutive rows of facing shall not exceed one inch.

## **C.3 Quality Management Program**

### **C.3.1 Quality Control Plan**

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory 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 process that will be used, and action time frames.
3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Descriptions of stockpiling and hauling methods.

5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
6. Location of the QC laboratory, retained sample storage, and other documentation.
7. A summary of the locations and calculated quantities to be tested under this provision.

### **C.3.2 Quality Control Personnel**

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at the each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nucdensity (ACT-NUC) perform field density and field moisture content testing.

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

### **C.3.3 Equipment**

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at <http://www.atwoodsyste.ms.com/materials>. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to ASTM D 6938 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department

### **C.3.4 Quality Control (QC) Testing**

Perform compaction testing on the backfill. Conform to CMM 8.15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic

yards of backfill, or major portion thereof. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.1) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling. Generate random numbers for the gradation tests using the standard method defined in the HTCP manuals. For every three gradation samples, or portion thereof, a 5-point proctor sample will need to be taken. For determining the 5-point proctor sample, generate a random number. If the random number is:

- 0.000 – 0.333: take proctor sample with the first gradation sample
- 0.334 – 0.666: take proctor sample with the second gradation sample
- 0.667 – 1.000: take proctor sample with the third gradation sample

Example:

Gradation Sample	Gradation Random CY (calculated)
0 - 750 CY	117 CY
751 – 1500 CY	1201 CY
1501 – 2250 CY	2045 CY

Proctor Sample	Random Number	Take Proctor Sample at:
0 – 2250 CY	0.63	1201 CY (751 – 1500 CY gradation sample)

Contractor will supply random numbers for all samples in the initial QMP and in the final QMP submittals.

### **C.3.5 Department Testing**

#### **C.3.5.1 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.

#### **C.3.5.2 Quality Verification (QV) Testing**

- (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 C.3.2 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 at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.

- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.
- (4) The department will conduct QV Proctor and gradation 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 this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

#### **C.3.5.3 Independent Assurance (IA)**

- (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 C.3.5.4.

#### **C.3.5.4 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 or work, 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.4 Geotechnical Information**

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

**D Measurement**

The department will measure Wire Faced Mechanically Stabilized Earth Wall 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 plan, wall area constructed above or below these limits will not be measured for payment.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Wall Wire Faced Mechanically Stabilized Earth LRFD/QMP	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional system constructing the retaining system, including drainage system; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, performing compaction testing; covering the geotextile, and for furnishing all tools, labor, equipment, and incidentals necessary to complete the contract work. Parapets, railings, abutment bodies and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively.  
(NER14-1124)

**59. Concrete Sidewalk 8-Inch, Item SPV.0165.03.**

**A Description**

Work under this item shall be in accordance to standard spec 602.1.

**B Materials**

Conform to standard spec 602.2.

**C Construction**

Conform to standard spec 602.3.

**D Measurement**

Conform to standard spec 602.4.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Concrete Sidewalk 8-inch	SF

The department will adjust pay for crack repairs on concrete built under standard spec 602 as specified in standard spec 416.5.2 for ancillary concrete.

Conform to standard spec 602.5.2.

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

**A Description**

This special provision describes furnishing and installing Shredded Hardwood Bark Mulch at the locations shown on the plans and in accordance to the requirements of standard spec 632, the plans, and as hereinafter provided.

**B Materials**

Provide Shredded Hardwood Bark Mulch, as shown on plan and in accordance to standard spec 632.2.6.

Provide Shredded Hardwood Bark Mulch for mulch rings around the base of plant material that is finely shredded hardwood bark mulch and the product of a mechanical chipper, hammermill, or tub grinder. Ensure the material is fibrous and uniformly dark brown in color, free of large wood chunks, and substantially free of mold, dirt, sawdust, and foreign material. Ensure that no portion of the material is in an advanced state of decomposition. Ensure that the material does 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. Ensure that the material does not contain no bark of the black walnut tree. Ensure that the material, when air dried, all passes a 4-inch screen and no more than 20 percent by mass of the material passes a 0.10-inch sieve. Ensure that unattached bark or greenleaf composition, either singly or combined, does not

exceed 20 percent each by mass. The maximum length of individual pieces cannot 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.0180.01	Shredded Hardwood Bark Mulch	SY

Payment is full compensation for furnishing and installing all materials.



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

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

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

***I. BASIC CONCEPTS***

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 12 (*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 7 (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 under-representation 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.wi.gov/business/dbe/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

<p><b>Prime Contractor 's Contact Person</b></p> <div style="border: 1px solid black; width: 100%; height: 15px; margin-bottom: 5px;"></div> Phone: _____ Fax: _____ Email: _____ _____	<p><b>DBE Contractor Contact Person</b></p> <div style="border: 1px solid black; width: 100%; height: 15px; margin-bottom: 5px;"></div> 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**

- Ø Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office
- Ø Host information sessions not directly associated with a bid letting;
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Ø Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Ø Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Ø 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**

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Ø 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.
- Ø Participate in DBE office assessment programs
- Ø Participate on advisory and mega-project committees
- Ø Sign up to receive the DBE Contracting Update
- Ø Consider membership in relevant industry or contractor organizations
- Ø 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 PROVISIONS 5**

**Fuel Cost Adjustment**

**A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

**B Categories of Work Items**

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.0100	Backfill Granular	CY	0.23
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09
SPV.0035.01	Drainage Blanket	CY	0.23

**C Fuel Index**

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.50 per gallon.

#### **D Computing the Fuel Cost Adjustment**

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \left( \frac{CFI}{BFI} - 1 \right) \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

#### **E Payment**

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

**ADDITIONAL SPECIAL PROVISION 6**  
**ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

---

**450.3.2.1 General**

*Replace the entire text with the following effective with the January 2015 letting:*

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects on or north of STH 29 between May 1 and October 15 inclusive and for projects south of STH 29 between April 15 and November 1 inclusive. Notify the engineer at least one business day before paving.
  - (2) Unless the contract specifies otherwise, conform to the following:
    - Keep the road open to all traffic during construction.
    - Prepare the existing foundation for treatment as specified in 211.
    - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
  - (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.
- 

**450.5 Payment**

*Replace the entire text with the following effective with the May 2015 letting:*

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
  - (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
  - (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
  - (4) The contractor is responsible for the quality of HMA pavement placed in cold weather. If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
    - Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
    - Will not assess disincentives for density or ride.
- 

**455.3.2.1 General**

*Replace the paragraphs one and two with the following effective with the January 2015 letting:*

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is dry and reasonably free of loose dirt, dust, or other foreign matter. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.050 to 0.070 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

**460.2.2.3 Aggregate Gradation Master Range**

*Replace paragraph one with the following effective with the December 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-0.3 and E-3 mixes.

<sup>[2]</sup> 15.5 for E-0.3 and E-3 mixes.

**460.3.4 Cold Weather Paving**

*Add a new subsection as follows effective with the May 2015 letting:*

**460.3.4 Cold Weather Paving**

**460.3.4.1 Cold Weather Paving Plan**

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
  - Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process that introduces water into the mix.
  - Use additional rollers.
- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for pavement performance except as specified in 450.5(4).

**460.3.4.2 Cold Weather Paving Operations**

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.
- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to a previously engineer-accepted cold weather paving plan for engineer validation. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

**460.4 Measurement**

*Add paragraph two as follows effective with the January 2015 letting:*

- (2) The department will measure HMA Cold Weather Paving by the ton of HMA mixture for pavement placed conforming to an engineer-accepted cold weather paving plan.

**460.5.1 General**

*Revise paragraph one as follows effective with the January 2015 letting:*

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.1100	HMA Pavement Type E-0.3	TON
460.1101	HMA Pavement Type E-1	TON
460.1103	HMA Pavement Type E-3	TON
460.1110	HMA Pavement Type E-10	TON
460.1130	HMA Pavement Type E-30	TON
460.1132	HMA Pavement Type E-30X	TON
460.1700	HMA Pavement Type SMA	TON
460.2000	Incentive Density HMA Pavement	DOL
460.4000	HMA Cold Weather Paving	TON

**460.5.2.2 Disincentive for HMA Pavement Density**

*Revise paragraph two as follows effective with the January 2015 letting:*

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5(4).

**460.5.2.4 Cold Weather Paving**

*Add a new subsection as follows effective with the May 2015 letting:*

**460.5.2.4 Cold Weather Paving**

- (1) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 460.3.4 including costs for preparing, administering, and following the contractor's cold weather paving plan. The department will not pay for HMA Cold Weather Paving for HMA placed on days when the department is assessing liquidated damages.
- (2) If HMA pavement is placed under 460.3.4 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 460.5.2.4(1) as extra work. The department will pay separately for HMA pavement under the appropriate HMA Pavement bid items.

**465.2 Materials**

*Replace paragraph two with the following effective with the December 2014 letting:*

- (2) Under the other 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC asphaltic material, except under the Asphaltic Curb bid item furnish PG58-28 asphaltic material. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic material in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

**506.3.2 Shop Drawings**

*Replace the entire text with the following effective with the May 2015 letting:*

- (1) Ensure that shop drawings conform to the contract plans and provide additional details, dimensions, computations, and other information necessary for completely fabricating and erecting the work. Include project and structure numbers on each shop drawing sheet.
- (2) Check shop drawings and submit electronically to the department for review before beginning fabrication. For primary fabrication items, also certify that shop drawings conform to quality control standards by submitting department form DT2333. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.
- (3) Shop drawings are part of the contract. The department must approve differences between shop drawings and contract plans. The contractor bears the costs of department-approved substitutions. Do not deviate from or revise drawings without notifying the department and resubmitting revised drawings.
- (4) Ensure that the fabricator delivers 3 sets of shop drawings for railroad structures to the railroad company upon contract completion.

**Bid Items Added**

*Add the following new bid item effective with the January 2015 letting:*

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.4000	HMA Cold Weather Paving	TON

**Errata**

*Make the following corrections to the standard specifications:*

**501.3.2.4.4 Water Reducer**

*Correct errata by deleting the reference to footnote 6 for grade D concrete.*

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.

**506.5 Payment**

*Correct errata by changing the reference to 506.3.22.*

- (9) The department will limit costs for inspections conducted under 506.3.22 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

**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>

**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  
FOND DU LAC 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, 2015

**CLASSIFICATION:** Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

**OVERTIME:** Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

**FUTURE INCREASE:** If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

**PREMIUM PAY:** If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	30.85	17.61	48.46
Carpenter	32.72	16.00	48.72
Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	33.86	17.96	51.82
Future Increase(s): 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	33.93	22.77	56.70
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	23.73	19.09	42.82
Ironworker	29.27	23.97	53.24
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Line Constructor (Electrical)	39.50	16.55	56.05
Painter	28.00	11.15	39.15
Pavement Marking Operator	23.37	23.30	46.67
Piledriver	30.11	26.51	56.62
Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Pay: Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. 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.			

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Roofer or Waterproofer	22.15	8.39	30.54
Teledata Technician or Installer	24.89	13.24	38.13
Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.64	46.24
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.63	33.38

### TRUCK DRIVERS

Single Axle or Two Axle	25.18	18.31	43.49
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Three or More Axle	28.12	15.55	43.67
Articulated, Euclid, Dumptor, Off Road Material Hauler	30.27	21.15	51.42
Future Increase(s): 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> .			
Pavement Marking Vehicle	23.16	21.14	44.30
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	28.12	15.55	43.67

### LABORERS

General Laborer	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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	18.00	0.00	18.00
Landscaper	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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 \$1.25/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).			

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Flagperson or Traffic Control Person Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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 \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	26.76	15.14	41.90
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.00	0.49	18.49
Railroad Track Laborer	17.00	2.86	19.86

### HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$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> .	37.72	21.15	58.87
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): 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> .	37.22	21.15	58.37
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor);	36.72	21.15	57.87

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
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 \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/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> .	36.46	21.15	57.61
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/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> .	36.17	21.15	57.32
Fiber Optic Cable Equipment.	28.89	17.95	46.84

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

STATE: Wisconsin  
GENERAL DECISION NUMBER: WI150010  
DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 20, 2015

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	Basic Hourly Rates	Fringe Benefits
<u>Truck Drivers:</u>				
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$29.04 .....	14.53	1 & 2 Axles .....	25.18 .....
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	29.14 .....	14.53	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.38 .....
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	29.19 .....	14.53		
Group 4: Line and Grade Specialist .....	29.39 .....	14.53		
Group 5: Blaster and Powderman .....	29.24 .....	14.53		
Group 6: Flagperson; Traffic Control .....	25.67 .....	14.53		

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 2, 2015; Modification #1 dated January 16, 2015; Modification #2 dated March 20, 2015.

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	30.77 .....	16.62
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	28.72 .....	23.47
Cement Mason/Concrete Finisher .....	32.65 .....	17.44
Electrician .....	See Page 3	
<u>Line Construction</u>		
Lineman.....	40.81 .....	32% + 5.00
Heavy Equipment Operator .....	38.77 .....	32% + 5.00
Equipment Operator.....	32.65 .....	32% + 5.00
Heavy Groundman Driver.....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman.....	22.45 .....	32% + 5.00
Painters .....	22.82 .....	11.52
<u>Well Drilling:</u>		
Well Driller.....	16.52 .....	3.70

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

STATE: Wisconsin  
GENERAL DECISION NUMBER: WI150010  
DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 20, 2015

<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 .....	\$37.72	\$20.93	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); end loader 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. ....	\$36.72	\$20.93
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.....	\$37.22	\$20.93	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, end loader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. ....	\$36.46	\$20.93
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.....	\$36.17	\$20.93
			Group 6: Off – road material hauler with or without ejector .....	\$30.27	\$20.93
			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: WI150010  
 DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 20, 2015

<u>LABORERS CLASSIFICATION:</u>	<u>Rates</u>	<u>Benefits</u>	
Electricians			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.
Area 1 .....	\$29.00	26.5%+ 9.15	
Area 2:			
Electricians.....	30.59	18.43	Area 5 - ADAMS, CLARK (Colby, Fremont, 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: .....	29.32	28.50% + 9.27	
Area 5 .....	28.96	24.85% + 9.70	
Area 6 .....	35.25	19.30	Area 6 - KENOSHA COUNTY
Area 8			
Electricians.....	31.30	24.93% + 10.40	Area 8 - DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:			
Electricians.....	34.82	19.575	
Area 10 .....	29.64	20.54	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 11 .....	32.54	24.07	
Area 12 .....	32.87	19.23	Area 10 - CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 13 .....	33.93	22.67	
Teledata System Installer			
Area 14			
Installer/Technician .....	22.50	12.72	Area 11 - DOUGLAS COUNTY
Sound & Communications			
Area 15			
Installer.....	16.47	14.84	Area 12 - RACINE (except Burlington township) COUNTY
Technician.....	25.63	17.21	Area 13 - MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
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 14 - Statewide.
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 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 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:  
20150512053

PROJECT(S):  
1420-23-71

FEDERAL ID(S):  
WISC 2015306

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	28.000 STA	.	.	.	.
0020	201.0120 Clearing	8.000 ID	.	.	.	.
0030	201.0205 Grubbing	28.000 STA	.	.	.	.
0040	201.0220 Grubbing	8.000 ID	.	.	.	.
0050	203.0100 Removing Small Pipe Culverts	19.000 EACH	.	.	.	.
0060	204.0100 Removing Pavement	5,116.000 SY	.	.	.	.
0070	204.0110 Removing Asphaltic Surface	1,748.000 SY	.	.	.	.
0080	204.0150 Removing Curb & Gutter	1,950.000 LF	.	.	.	.
0090	204.0155 Removing Concrete Sidewalk	65.000 SY	.	.	.	.
0100	204.0170 Removing Fence	2,660.000 LF	.	.	.	.

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0190 Removing Surface Drains	2.000 EACH	.		.	
0120	204.0205 Removing Utility Poles	1.000 EACH	.		.	
0130	204.0210 Removing Manholes	3.000 EACH	.		.	
0140	204.0220 Removing Inlets	9.000 EACH	.		.	
0150	204.0245 Removing Storm Sewer (size) 01. 12-Inch	130.000 LF	.		.	
0160	204.0245 Removing Storm Sewer (size) 02. 15-Inch	120.000 LF	.		.	
0170	204.0245 Removing Storm Sewer (size) 03. 18-Inch	560.000 LF	.		.	
0180	204.0245 Removing Storm Sewer (size) 04. 24-Inch	25.000 LF	.		.	
0190	204.0245 Removing Storm Sewer (size) 05. 36-Inch	30.000 LF	.		.	
0200	205.0100 Excavation Common	40,494.000 CY	.		.	
0210	206.1000 Excavation for Structures Bridges (structure) 01. B-20-227	LUMP	LUMP		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	208.0100 Borrow	538,664.000 CY	.	.	.	.
0230	210.0100 Backfill Structure	359.000 CY	.	.	.	.
0240	213.0100 Finishing Roadway (project) 01. 1420-23-71	1.000 EACH	.	.	.	.
0250	214.0100 Obliterating Old Road	5.000 STA	.	.	.	.
0260	305.0110 Base Aggregate Dense 3/4-Inch	1,530.000 TON	.	.	.	.
0270	305.0120 Base Aggregate Dense 1 1/4-Inch	39,738.000 TON	.	.	.	.
0280	310.0115 Base Aggregate Open Graded	40.000 CY	.	.	.	.
0290	311.0110 Breaker Run	2,850.000 TON	.	.	.	.
0300	415.0410 Concrete Pavement Approach Slab	190.000 SY	.	.	.	.
0310	416.0160 Concrete Driveway 6-Inch	185.000 SY	.	.	.	.
0320	416.0610 Drilled Tie Bars	9.000 EACH	.	.	.	.

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	440.4410.S Incentive IRI Ride	5,040.000 DOL	1.00000		5040.00	
0340	455.0120 Asphaltic Material PG64-28	589.000 TON	.		.	
0350	455.0605 Tack Coat	2,599.000 GAL	.		.	
0360	460.1100 HMA Pavement Type E-0.3	560.000 TON	.		.	
0370	460.1103 HMA Pavement Type E-3	10,133.000 TON	.		.	
0380	460.2000 Incentive Density HMA Pavement	6,860.000 DOL	.		.	
0390	460.4000 HMA Cold Weather Paving	370.000 TON	.		.	
0400	460.4110.S Reheating HMA Pavement Longitudinal Joints	15,003.000 LF	.		.	
0410	465.0105 Asphaltic Surface	179.000 TON	.		.	
0420	465.0120 Asphaltic Surface Driveways and Field Entrances	61.000 TON	.		.	
0430	465.0125 Asphaltic Surface Temporary	415.000 TON	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	465.0315 Asphaltic Flumes	75.000 SY	.	.	.	.
0450	502.0100 Concrete Masonry Bridges	989.000 CY	.	.	.	.
0460	502.3200 Protective Surface Treatment	1,840.000 SY	.	.	.	.
0470	503.0146 Prestressed Girder Type I 45W-Inch	2,077.000 LF	.	.	.	.
0480	505.0405 Bar Steel Reinforcement HS Bridges	11,800.000 LB	.	.	.	.
0490	505.0605 Bar Steel Reinforcement HS Coated Bridges	155,110.000 LB	.	.	.	.
0500	505.0800.S Bar Steel Reinforcement HS Stainless Structures	1,870.000 LB	.	.	.	.
0510	506.2605 Bearing Pads Elastomeric Non-Laminated	36.000 EACH	.	.	.	.
0520	506.4000 Steel Diaphragms (structure) 01. B-20-227	32.000 EACH	.	.	.	.
0530	516.0500 Rubberized Membrane Waterproofing	30.000 SY	.	.	.	.
0540	517.1015.S Concrete Staining Multi-Color (structure) 01. B-20-227	3,185.000 SF	.	.	.	.

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WISC 2015306

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			DOLLARS	CTS	DOLLARS	CTS
0550	517.1015.S Concrete Staining Multi-Color (structure) 03. R-20-46	SF 3,310.000	.	.	.	.
0560	517.1050.S Architectural Surface Treatment (structure) 01. B-20-227	SF 3,185.000	.	.	.	.
0570	517.1050.S Architectural Surface Treatment (structure) 03. R-20-46	SF 3,310.000	.	.	.	.
0580	520.1015 Apron Endwalls for Culvert Pipe 15-Inch	EACH 2.000	.	.	.	.
0590	520.1018 Apron Endwalls for Culvert Pipe 18-Inch	EACH 2.000	.	.	.	.
0600	520.4015 Culvert Pipe Temporary 15-Inch	LF 42.000	.	.	.	.
0610	520.4018 Culvert Pipe Temporary 18-Inch	LF 50.000	.	.	.	.
0620	520.4024 Culvert Pipe Temporary 24-Inch	LF 60.000	.	.	.	.
0630	520.8000 Concrete Collars for Pipe	EACH 1.000	.	.	.	.
0640	521.0115 Culvert Pipe Corrugated Steel 15-Inch	LF 94.000	.	.	.	.

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WISC 2015306

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0650	521.0118 Culvert Pipe Corrugated Steel 18-Inch	192.000 LF	.	.	.	.
0660	521.0124 Culvert Pipe Corrugated Steel 24-Inch	109.000 LF	.	.	.	.
0670	521.0136 Culvert Pipe Corrugated Steel 36-Inch	92.000 LF	.	.	.	.
0680	521.0742 Pipe Arch Corrugated Steel 42x29-Inch	220.000 LF	.	.	.	.
0690	521.1015 Apron Endwalls for Culvert Pipe Steel 15-Inch	4.000 EACH	.	.	.	.
0700	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	10.000 EACH	.	.	.	.
0710	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	3.000 EACH	.	.	.	.
0720	521.1036 Apron Endwalls for Culvert Pipe Steel 36-Inch	2.000 EACH	.	.	.	.
0730	521.1242 Apron Endwalls for Pipe Arch Steel 42x29-Inch	4.000 EACH	.	.	.	.
0740	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	360.000 LF	.	.	.	.
0750	522.0324 Culvert Pipe Reinforced Concrete Class IV 24-Inch	304.000 LF	.	.	.	.

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20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0760	522.0330 Culvert Pipe Reinforced Concrete Class IV 30-Inch	144.000 LF	.		.	
0770	522.0524 Culvert Pipe Reinforced Concrete Class V 24-Inch	794.000 LF	.		.	
0780	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	2.000 EACH	.		.	
0790	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	21.000 EACH	.		.	
0800	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	.		.	
0810	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	20.000 EACH	.		.	
0820	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	3.000 EACH	.		.	
0830	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	1.000 EACH	.		.	
0840	523.0119 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 19x30-Inch	80.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0850	523.0519 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	EACH 4.000	.		.	
0860	523.0553 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 53x83-Inch	EACH 2.000	.		.	
0870	550.0600 Pile Redriving	EACH 8.000	.		.	
0880	550.2126 Piling CIP Concrete 12 3/4 X 0. 375-Inch	LF 3,160.000	.		.	
0890	601.0409 Concrete Curb & Gutter 30-Inch Type A	LF 94.000	.		.	
0900	601.0411 Concrete Curb & Gutter 30-Inch Type D	LF 8,213.000	.		.	
0910	602.0405 Concrete Sidewalk 4-Inch	SF 34,133.000	.		.	
0920	602.0415 Concrete Sidewalk 6-Inch	SF 1,150.000	.		.	
0930	602.0515 Curb Ramp Detectable Warning Field Natural Patina	SF 130.000	.		.	
0940	603.1156 Concrete Barrier Type S56	LF 190.000	.		.	

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20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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			DOLLARS	CTS	DOLLARS	CTS
0950	603.8000 Concrete Barrier Temporary Precast Delivered	1,800.000 LF	.	.	.	.
0960	603.8125 Concrete Barrier Temporary Precast Installed	1,800.000 LF	.	.	.	.
0970	604.0400 Slope Paving Concrete	582.000 SY	.	.	.	.
0980	606.0100 Riprap Light	8.000 CY	.	.	.	.
0990	606.0200 Riprap Medium	385.000 CY	.	.	.	.
1000	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	126.000 LF	.	.	.	.
1010	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	883.000 LF	.	.	.	.
1020	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	271.000 LF	.	.	.	.
1030	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	314.000 LF	.	.	.	.
1040	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	50.000 LF	.	.	.	.
1050	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	30.000 LF	.	.	.	.

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1420-23-71FEDERAL ID(S):  
WISC 2015306

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			DOLLARS	CTS	DOLLARS	CTS
1060	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	96.000 LF	.		.	
1070	611.0420 Reconstructing Manholes	2.000 EACH	.		.	
1080	611.0530 Manhole Covers Type J	4.000 EACH	.		.	
1090	611.0612 Inlet Covers Type C	4.000 EACH	.		.	
1100	611.0624 Inlet Covers Type H	32.000 EACH	.		.	
1110	611.0639 Inlet Covers Type H-S	3.000 EACH	.		.	
1120	611.0642 Inlet Covers Type MS	2.000 EACH	.		.	
1130	611.2004 Manholes 4-FT Diameter	3.000 EACH	.		.	
1140	611.2005 Manholes 5-FT Diameter	1.000 EACH	.		.	
1150	611.2006 Manholes 6-FT Diameter	2.000 EACH	.		.	
1160	611.3230 Inlets 2x3-FT	35.000 EACH	.		.	

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20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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			DOLLARS	CTS	DOLLARS	CTS
1170	611.3901 Inlets Median 1 Grate	2.000 EACH	.	.	.	.
1180	612.0206 Pipe Underdrain Unperforated 6-Inch	1,613.000 LF	.	.	.	.
1190	612.0406 Pipe Underdrain Wrapped 6-Inch	1,245.000 LF	.	.	.	.
1200	612.0408 Pipe Underdrain Wrapped 8-Inch	1,600.000 LF	.	.	.	.
1210	612.0700 Drain Tile Exploration	4,300.000 LF	.	.	.	.
1220	614.0150 Anchor Assemblies for Steel Plate Beam Guard	4.000 EACH	.	.	.	.
1230	614.0220 Steel Thrie Beam Bullnose Terminal	2.000 EACH	.	.	.	.
1240	614.0230 Steel Thrie Beam	175.000 LF	.	.	.	.
1250	614.0905 Crash Cushions Temporary	2.000 EACH	.	.	.	.
1260	614.2300 MGS Guardrail 3	12.500 LF	.	.	.	.
1270	614.2500 MGS Thrie Beam Transition	39.400 LF	.	.	.	.

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20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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			DOLLARS	CTS	DOLLARS	CTS
1280	614.2610 MGS Guardrail Terminal EAT	1.000 EACH	.		.	
1290	616.0100 Fence Woven Wire (height) 01. 4-Ft	575.000 LF	.		.	
1300	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1420-23-71	1.000 EACH	.		.	
1310	619.1000 Mobilization	1.000 EACH	.		.	
1320	620.0300 Concrete Median Sloped Nose	131.000 SF	.		.	
1330	624.0100 Water	455.000 MGAL	.		.	
1340	625.0500 Salvaged Topsoil	212,400.000 SY	.		.	
1350	627.0200 Mulching	96,950.000 SY	.		.	
1360	628.1104 Erosion Bales	130.000 EACH	.		.	
1370	628.1504 Silt Fence	9,740.000 LF	.		.	
1380	628.1520 Silt Fence Maintenance	8,945.000 LF	.		.	

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1420-23-71FEDERAL ID(S):  
WISC 2015306

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			DOLLARS	CTS	DOLLARS	CTS
1390	628.1905 Mobilizations Erosion Control	33.000 EACH	.		.	
1400	628.1910 Mobilizations Emergency Erosion Control	23.000 EACH	.		.	
1410	628.2002 Erosion Mat Class I Type A	70,150.000 SY	.		.	
1420	628.2004 Erosion Mat Class I Type B	27,150.000 SY	.		.	
1430	628.2006 Erosion Mat Urban Class I Type A	15,450.000 SY	.		.	
1440	628.2027 Erosion Mat Class II Type C	2,750.000 SY	.		.	
1450	628.6510 Soil Stabilizer Type B	31.300 ACRE	.		.	
1460	628.7005 Inlet Protection Type A	20.000 EACH	.		.	
1470	628.7010 Inlet Protection Type B	1.000 EACH	.		.	
1480	628.7015 Inlet Protection Type C	55.000 EACH	.		.	
1490	628.7020 Inlet Protection Type D	4.000 EACH	.		.	

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20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1500	628.7504 Temporary Ditch Checks	1,470.000 LF	.	.	.	.
1510	628.7555 Culvert Pipe Checks	195.000 EACH	.	.	.	.
1520	628.7560 Tracking Pads	7.000 EACH	.	.	.	.
1530	628.7570 Rock Bags	135.000 EACH	.	.	.	.
1540	629.0210 Fertilizer Type B	132.000 CWT	.	.	.	.
1550	630.0120 Seeding Mixture No. 20	1,550.000 LB	.	.	.	.
1560	630.0130 Seeding Mixture No. 30	2,360.000 LB	.	.	.	.
1570	630.0140 Seeding Mixture No. 40	420.000 LB	.	.	.	.
1580	630.0160 Seeding Mixture No. 60	200.000 LB	.	.	.	.
1590	630.0200 Seeding Temporary	2,625.000 LB	.	.	.	.
1600	630.0300 Seeding Borrow Pit	1,300.000 LB	.	.	.	.

SCHEDULE OF ITEMS

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20150512053

PROJECT(S):  
1420-23-71

FEDERAL ID(S):  
WISC 2015306

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1610	632.0101 Trees (species) (size) (root) 01. Elm, 'New Harmony', B&B, 2.5" Cal.	2.000 EACH	.		.	
1620	632.0101 Trees (species) (size) (root) 02. Elm, 'New Horizon', B&B, 2.5" Cal.	5.000 EACH	.		.	
1630	632.0101 Trees (species) (size) (root) 03. Hackberry, 'Prairie Pride', B&B, 2.5" Cal.	3.000 EACH	.		.	
1640	632.0101 Trees (species) (size) (root) 04. Linden, 'Redmond', B&B, 2.5" Cal.	2.000 EACH	.		.	
1650	632.0101 Trees (species) (size) (root) 05. Maple, Freeman 'Marmo', B&B, 2.5" Cal.	7.000 EACH	.		.	
1660	632.0101 Trees (species) (size) (root) 06. Maple, Sugar 'Green Mountain', B&B, 2.5" Cal.	2.000 EACH	.		.	
1670	632.0101 Trees (species) (size) (root) 07. Oak, English 'Skymaster', B&B, 2.5" Cal.	13.000 EACH	.		.	
1680	632.0101 Trees (species) (size) (root) 08. Oak, Swamp White, B&B, 2.5" Cal.	1.000 EACH	.		.	

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1420-23-71

FEDERAL ID(S):  
WISC 2015306

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

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			DOLLARS	CTS	DOLLARS	CTS
1690	632.0101 Trees (species) (size) (root) 09. Crabapple, 'Snowdrift', B&B, 2" Cal.	EACH 5.000	.		.	
1700	632.0101 Trees (species) (size) (root) 10. Hawthorn, Thornless Cockspur (Shrub Form Tree), B&B, 8' Ht.	EACH 3.000	.		.	
1710	632.0101 Trees (species) (size) (root) 11. Hawthorn, 'Winter King', B&B, 2" Cal	EACH 6.000	.		.	
1720	632.0101 Trees (species) (size) (root) 12. Serviceberry, 'Autumn Brilliance', B&B, 2.5" Cal.	EACH 2.000	.		.	
1730	632.9101 Landscape Planting Surveillance and Care Cycles	EACH 26.000	.		.	
1740	633.5200 Markers Culvert End	EACH 61.000	.		.	
1750	634.0612 Posts Wood 4x6-Inch X 12-FT	EACH 2.000	.		.	
1760	634.0614 Posts Wood 4x6-Inch X 14-FT	EACH 23.000	.		.	
1770	634.0616 Posts Wood 4x6-Inch X 16-FT	EACH 5.000	.		.	

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1420-23-71FEDERAL ID(S):  
WISC 2015306

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			DOLLARS	CTS	DOLLARS	CTS
1780	635.0200 Sign Supports Structural Steel HS	675.000 LB	.	.	.	.
1790	636.0100 Sign Supports Concrete Masonry	1.200 CY	.	.	.	.
1800	636.0500 Sign Supports Steel Reinforcement	68.000 LB	.	.	.	.
1810	637.2210 Signs Type II Reflective H	197.440 SF	.	.	.	.
1820	637.2230 Signs Type II Reflective F	25.000 SF	.	.	.	.
1830	638.2101 Moving Signs Type I	1.000 EACH	.	.	.	.
1840	638.2602 Removing Signs Type II	64.000 EACH	.	.	.	.
1850	638.3000 Removing Small Sign Supports	64.000 EACH	.	.	.	.
1860	638.3100 Removing Structural Steel Sign Supports	2.000 EACH	.	.	.	.
1870	642.5201 Field Office Type C	1.000 EACH	.	.	.	.

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20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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

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			DOLLARS	CTS	DOLLARS	CTS
1880	643.0200 Traffic Control Surveillance and Maintenance (project) 01. 1420-23-71	436.000 DAY	.	.	.	.
1890	643.0300 Traffic Control Drums	60,330.000 DAY	.	.	.	.
1900	643.0410 Traffic Control Barricades Type II	934.000 DAY	.	.	.	.
1910	643.0420 Traffic Control Barricades Type III	13,168.000 DAY	.	.	.	.
1920	643.0705 Traffic Control Warning Lights Type A	16,208.000 DAY	.	.	.	.
1930	643.0715 Traffic Control Warning Lights Type C	1,992.000 DAY	.	.	.	.
1940	643.0800 Traffic Control Arrow Boards	170.000 DAY	.	.	.	.
1950	643.0900 Traffic Control Signs	27,009.000 DAY	.	.	.	.
1960	643.0920 Traffic Control Covering Signs Type II	2.000 EACH	.	.	.	.
1970	643.1050 Traffic Control Signs PCMS	70.000 DAY	.	.	.	.
1980	645.0120 Geotextile Fabric Type HR	780.000 SY	.	.	.	.

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20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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

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			DOLLARS	CTS	DOLLARS	CTS
1990	645.0130 Geotextile Fabric Type R	65.000 SY	.	.	.	.
2000	646.0106 Pavement Marking Epoxy 4-Inch	33,473.000 LF	.	.	.	.
2010	646.0126 Pavement Marking Epoxy 8-Inch	566.000 LF	.	.	.	.
2020	646.0600 Removing Pavement Markings	300.000 LF	.	.	.	.
2030	647.0166 Pavement Marking Arrows Epoxy Type 2	4.000 EACH	.	.	.	.
2040	647.0206 Pavement Marking Arrows Bike Lane Epoxy	2.000 EACH	.	.	.	.
2050	647.0306 Pavement Marking Symbols Bike Lane Epoxy	2.000 EACH	.	.	.	.
2060	647.0356 Pavement Marking Words Epoxy	3.000 EACH	.	.	.	.
2070	647.0606 Pavement Marking Island Nose Epoxy	1.000 EACH	.	.	.	.
2080	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	87.000 LF	.	.	.	.
2090	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	815.000 LF	.	.	.	.

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20150512053PROJECT(S):  
1420-23-71FEDERAL ID(S):  
WISC 2015306

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2100	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	16,900.000 LF	.		.	
2110	649.0600 Temporary Pavement Marking Removable Tape 6-Inch	275.000 LF	.		.	
2120	650.4000 Construction Staking Storm Sewer	71.000 EACH	.		.	
2130	650.4500 Construction Staking Subgrade	18,722.000 LF	.		.	
2140	650.5000 Construction Staking Base	10,813.000 LF	.		.	
2150	650.5500 Construction Staking Curb Gutter and Curb & Gutter	8,213.000 LF	.		.	
2160	650.6000 Construction Staking Pipe Culverts	19.000 EACH	.		.	
2170	650.6500 Construction Staking Structure Layout (structure) 01. B-20-227	LUMP	LUMP		.	
2180	650.6500 Construction Staking Structure Layout (structure) 02. R-20-46	LUMP	LUMP		.	
2190	650.7000 Construction Staking Concrete Pavement	47.000 LF	.		.	

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20150512053PROJECT(S):  
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WISC 2015306

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

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			DOLLARS	CTS	DOLLARS	CTS
2200	650.7500 Construction Staking Concrete Barrier	190.000 LF	.	.	.	.
2210	650.8500 Construction Staking Electrical Installations (project) 01. 1420-23-71	LUMP	LUMP	.	.	.
2220	650.9910 Construction Staking Supplemental Control (project) 01. 1420-23-71	LUMP	LUMP	.	.	.
2230	650.9920 Construction Staking Slope Stakes	20,848.000 LF	.	.	.	.
2240	652.0125 Conduit Rigid Metallic 2-Inch	68.000 LF	.	.	.	.
2250	652.0135 Conduit Rigid Metallic 3-Inch	108.000 LF	.	.	.	.
2260	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	4,694.000 LF	.	.	.	.
2270	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	458.000 LF	.	.	.	.
2280	653.0140 Pull Boxes Steel 24x42-Inch	9.000 EACH	.	.	.	.
2290	653.0222 Junction Boxes 18x12x6-Inch	5.000 EACH	.	.	.	.

## SCHEDULE OF ITEMS

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CONTRACT:  
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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2300	654.0105 Concrete Bases Type 5	15.000 EACH	.		.	
2310	655.0610 Electrical Wire Lighting 12 AWG	1,920.000 LF	.		.	
2320	655.0625 Electrical Wire Lighting 6 AWG	7,870.000 LF	.		.	
2330	655.0635 Electrical Wire Lighting 2 AWG	7,372.000 LF	.		.	
2340	657.6005.S Anchor Assemblies Light Poles on Structures	1.000 EACH	.		.	
2350	690.0150 Sawing Asphalt	755.000 LF	.		.	
2360	690.0250 Sawing Concrete	2,495.000 LF	.		.	
2370	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000		500.00	
2380	715.0502 Incentive Strength Concrete Structures	5,934.000 DOL	1.00000		5934.00	
2390	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000		10500.00	
2400	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	5,760.000 HRS	5.00000		28800.00	

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			DOLLARS	CTS	DOLLARS	CTS
2410	SPV.0035 Special 01. Drainage Blanket	75,731.000 CY	.	.	.	.
2420	SPV.0035 Special 03. Topsoil Special	107.000 CY	.	.	.	.
2430	SPV.0035 Special 04. Coloring Concrete Brown	3.000 CY	.	.	.	.
2440	SPV.0060 Special 01. Vibrating Wire Piezometer Instrumentation System Delivered	10.000 EACH	.	.	.	.
2450	SPV.0060 Special 02. Settlement Gauge	5.000 EACH	.	.	.	.
2460	SPV.0060 Special 12. Temporary Slope Drain	2.000 EACH	.	.	.	.
2470	SPV.0060 Special 13. Cap Drain Tile	30.000 EACH	.	.	.	.
2480	SPV.0060 Special 20. Adjusting Water Service Curb Stop	2.000 EACH	.	.	.	.
2490	SPV.0060 Special 21. Adjusting Water Valve Box	12.000 EACH	.	.	.	.
2500	SPV.0060 Special 23. Adjusting Sanitary Sewer Manhole	3.000 EACH	.	.	.	.

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			DOLLARS	CTS	DOLLARS	CTS
2510	SPV.0060 Special 24. Reconstruct Sanitary Sewer Manhole Cover	6.000 EACH	.	.	.	.
2520	SPV.0060 Special 40. Lighting Meter / Load Center	1.000 EACH	.	.	.	.
2530	SPV.0060 Special 41. Municipal Light Poles	16.000 EACH	.	.	.	.
2540	SPV.0060 Special 42. Municipal Mast Arms 6-Ft	16.000 EACH	.	.	.	.
2550	SPV.0060 Special 44. Municipal Transformer Bases	15.000 EACH	.	.	.	.
2560	SPV.0060 Special 45. Municipal LED Luminaires Type 1	16.000 EACH	.	.	.	.
2570	SPV.0060 Special 71. Crash Cushions Temporary Left in Place	1.000 EACH	.	.	.	.
2580	SPV.0075 Special 01. Street Sweeping	72.000 HRS	.	.	.	.
2590	SPV.0090 Special 01. Prefabricated Vertical Drains	1,999,215 LF	.	.	.	.
2600	SPV.0090 Special 02. Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 53x83	298.000 LF	.	.	.	.

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2610	SPV.0090 Special 03. Pedestrian Safety Fence	450.000 LF	.	.	.	.
2620	SPV.0090 Special 04. Storm Sewer Pipe PVC 6-Inch	16.000 LF	.	.	.	.
2630	SPV.0090 Special 05. Pre-boring for Prefabricated Vertical Drains	40,585.000 LF	.	.	.	.
2640	SPV.0090 Special 08. Railing Tubular Screening Galvanized B-20-227	544.000 LF	.	.	.	.
2650	SPV.0090 Special 09. Railing Tubular Screening Galvanized R-20-46	400.000 LF	.	.	.	.
2660	SPV.0090 Special 12. Concrete Barrier Temporary Left in Place	350.000 LF	.	.	.	.
2670	SPV.0090 Special 13. Pedestrian Safety Fence Left in Place	600.000 LF	.	.	.	.
2680	SPV.0105 Special 01. Geotechnical Instrumentation (CTH V)	LUMP	LUMP	.	.	.
2690	SPV.0105 Special 02. Geotechnical Instrumentation (CTH T)	LUMP	LUMP	.	.	.
2700	SPV.0120 Special 01. Water for Seeded Areas	3,600.000 MGAL	.	.	.	.

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			DOLLARS	CTS	DOLLARS	CTS
2710	SPV.0165 Special 01. Prestressed Precast Concrete Wall Panel **p**	3,700.000 SF	.		.	
2720	SPV.0165 Special 02. Wall Wire Face Mechanically Stabilized Earth LRFD **p**	3,700.000 SF	.		.	
2730	SPV.0165 Special 03. Concrete Sidewalk 8-Inch	180.000 SF	.		.	
2740	SPV.0180 Special 01. Shredded Hardwood Bark Mulch	163.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**