

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 5

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Racine	2290-17-70	WISC 2015 487	Northwestern Avenue, City of Racine, Golf Avenue to Memorial Drive.	STH 38

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

Proposal Guaranty Required, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due  Date: September 15, 2015 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time  October 17, 2016	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal  10%	This contract is exempt from federal oversight.

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

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

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

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

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

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

Notary Seal

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

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

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

## For Department Use Only

Type of Work Grading, base aggregate dense, concrete pavement, concrete curb and gutter, concrete sidewalk, roundabout, decorative and standard street lighting, landscaping, pavement marking, permanent signing, traffic signals, storm sewer.	
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 2015 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://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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.

- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express<sup>TM</sup> web site reflecting the latest addenda posted on the department's web site at:  
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
Use Expedite<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
  3. The diskette or CD ROM is not submitted at the time and place the department designates.

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

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 108.1 of the Standard Specifications.

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

### Table of Contents

Article	Description	Page #
1.	General.....	4
2.	Scope of Work. ....	4
3.	Prosecution and Progress. ....	4
4.	Traffic. ....	6
5.	Holiday Work Restrictions. ....	8
6.	Utilities.....	8
7.	Erosion Control.....	22
8.	Public Convenience and Safety. ....	23
9.	Coordination with Businesses.....	23
10.	Geotechnical Investigation Information. ....	23
11.	Information to Bidders, Use of Recovered Material.....	23
12.	Notice to Contractor–Contamination Removed During Construction.....	24
13.	Notice to Contractor–Emerald Ash Borer.....	24
14.	Removing Light Poles, Item 204.9060.S.001.....	28
15.	Removing Control Cabinet and Meter Breaker Pedestal Item 204.9060.S.002. ....	29
16.	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil Item 205.0501.S. ....	29
17.	QMP Base Aggregate. ....	33
18.	QMP Ride; Incentive IRI Ride, Item 440.4410.S.....	41
19.	Cover Plates Temporary, Item 611.8120.S.....	48
20.	Landscape Planting Surveillance and Care Cycles.....	49
21.	Overhead Sign Supports, General.....	49
22.	Mounting Hardware for Signs Type I and II. ....	49
23.	Traffic Control. ....	51
24.	Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S; 8-Inch, Item 646.0843.S. ....	51
25.	Install Conduit Into Existing Item, Item 652.0700.S.....	53
26.	Electrical Service Meter Breaker Pedestal Westward Drive, Item 656.0200.001; Albert Street Roundabout, Item 656.0200.002; Spring Street Roundabout, Item 656.0200.003.....	54
27.	Temporary Traffic Signals for Intersections (STH 38 (Northwestern) and High Street and STH 38 (Northwestern) and Spring Street). ....	55
28.	Modular Pavement Support, Item SPV.0025.001.....	55
29.	Planting Mixture, Item SPV.0035.001.....	56
30.	Backfill Slurry, Item SPV.0035.002.....	57
31.	Furnishing and Planting Plant Materials.....	58
32.	Perennials, Calamint, 'Montrose White', CONT., 1 Gal., Item SPV.0060.001; Coneflower, Purple 'Magnus', CONT., 1 Gal, Item SPV.0060.002; Feather Reed Grass, 'Karl Foerster', CONT., 1 Gal., Item SPV.0060.003; Gayfeather, Spiked 'Floristan White', CONT., 1 Gal, Item SPV.0060.004; Hyssop, Anise 'Blue	

	Fortune', CONT., 1 Gal, Item SPV.0060.005; Iris, Siberian 'Caesar's Brother', CONT., 1 Gal, Item SPV.0060.006; Little Bluestem, 'The Blues', CONT., 1 Gal., Item SPV.0060.007; Maidenhair Grass, 'Morning Light', CONT., 1 Gal., Item SPV.0060.008; Narrow Leaf Blue Star, 'Halfway to Arkansas', CONT., 1 Gal, Item SPV.0060.009; Ornamental Chive, 'Summer Beauty', CONT., 1 Gal, Item SPV.0060.010; Prairie Dropseed, 'Tara', CONT., 1 Gal, Item SPV.0060.011; Russian Sage, 'Little Spire', CONT., 1 Gal., Item SPV.0060.012; Sedum, 'Autumn Joy', CONT., 1 Gal, Item SPV.0060.013; Sedge, Fox, CONT., 1 Gal., Item SPV.0060.014; Sage, 'May Night', CONT., 1 Gal., SPV.0060.015. ....	63
33.	Park Bench, Item SPV.0060.016. ....	64
34.	Trash Receptacle, Item SPV.0060.017. ....	65
35.	Granite Blocks, Item SPV.0060.018. ....	66
36.	Temporary Crosswalk/Sidewalk, Item SPV.0060.019. ....	67
37.	Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 1, Item SPV.0060.020; Arrows Type 2, Item SPV.0060.021; Arrows Type 2R, Item SPV.0060.022; Arrows Type 3, Item SPV.0060.023; Arrows Type 3R, Item SPV.0060.024; Words, Item SPV.0060.025; Yield Line 18-Inch, Item SPV.0060.026. ....	69
38.	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2, Item SPV.0060.027; Arrows Type 3, Item SPV.0060.028; Arrows Bike Lane, Item SPV.0060.029; Symbols Bike Lane, Item SPV.0060.030; Words, Item SPV.0060.031. ....	71
39.	Relocating Existing Traffic Signal Pole, Item SPV.0060.032. ....	73
40.	Remove Existing Traffic Signal Face, Item SPV.0060.033. ....	74
41.	Luminaires Utility LED 139 Watts, Item SPV.0060.034. ....	75
42.	Luminaires Utility LED 68 Watts, Item SPV.0060.035. ....	76
43.	Concrete Bases Type A, Item SPV.0060.036. ....	77
44.	Concrete Bases Type B, Item SPV.0060.037. ....	77
45.	Concrete Bases Type C, Item SPV.0060.038. ....	78
46.	Arm-Mounted Decorative Lighting Unit, Item SPV.0060.039. ....	79
47.	Twin Decorative Lighting Unit, Item SPV.0060.040. ....	80
48.	Post Top Decorative Lighting Unit, Item SPV.0060.041. ....	80
49.	Relocating Existing Lighting Unit, Item SPV.0060.042. ....	81
50.	Removing Distribution Centers, Item SPV.0060.044. ....	82
51.	Adjust Sanitary Sewer Manhole, Item SPV.0060.045. ....	82
52.	Historic Plaque Frame, Item SPV.0060.46. ....	83
53.	Fine Fescue Seed, Item SPV.0085.001. ....	84
54.	Concrete Landscape Wall, Item SPV.0090.001. ....	85
55.	Shovel Cut Edge, Item SPV.0090.002. ....	86
56.	Pavement Marking Grooved Contrast Preformed Plastic Tape 8-Inch, Item SPV.0090.003, Tape 4-Inch, Item SPV.0090.004. ....	87
57.	Pavement Marking Contrast Grooved Preformed Thermoplastic 8-Inch, Item SPV.0090.005. ....	89
58.	Pavement Marking Grooved Preformed Thermoplastic Stop Line 18-Inch, Item SPV.0090.006; Crosswalk 6-Inch, Item SPV.0090.007. ....	92



59.	Pavement Marking Contrast Grooved Preformed Thermoplastic Crosswalk 24-Inch, Item SPV.0090.008. ....	94
60.	Tracer Wire for Fiber Optic Conduit, Item SPV.0090.009.....	96
61.	Concrete Pavement Joint Layout, Item SPV.0105.001.....	96
62.	Integrating Existing Traffic Signal Cabinet, Item SPV.0105.002. ....	97
63.	Water for Restoration Areas SPV.0120.001. ....	98
64.	Paver Brick Red, Item SPV.0165.001; Grey, Item SPV.0165.002.....	99
65.	Flagstone Paving, Item SPV.0165.003. ....	101
66.	Shredded Hardwood Bark Mulch, Item SPV.0180.001.....	103
67.	Dry Stack Stone Outcropping, Item SPV.0195.001.....	104

## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 2290-17-70, Northwestern Avenue, Golf Avenue to Memorial Drive, STH 38, Racine 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 removals, excavation common, base aggregate dense, concrete pavement, concrete curb and gutter, concrete sidewalk, storm sewer, traffic signals, roundabout, standard and decorative street lighting, streetscape, erosion control, permanent signing, traffic control, pavement markings, 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 an expedited work schedule and may require extraordinary forces and equipment. If the contract time expires prior to completing all work specified in the contract, liquidated damages will be affixed according to standard spec 108.11.

Do not proceed to a following construction stage until all work in the current stage is completed, including, but not limited to, temporary pavement, concrete pavement, pertinent signing, and all required traffic control devices and temporary and/or permanent pavement marking.

Complete construction on High Street prior to converting Northwestern Avenue to one lane in one direction in stage 1. Do not reopen High Street until completing the following work: roadway pavement, curb and gutter, and sidewalk.

Do not remove from service residential or commercial driveways without sufficient notice given to tenants and/or property owners. Sufficient notice is defined as contacting 48 hours prior to removing a driveway from service. Work on the approach shall be staged to maintain access to the residential or commercial properties that have only one access. If the contractor wishes to make other arrangements regarding driveway maintenance, these arrangements shall be agreed to in writing and signed by the prime contractor and property owner of the affected driveway.

The contractor is advised that there may be multiple mobilizations for such items as traffic control, temporary pavement marking, pavement marking, erosion control, salvaged topsoil, asphaltic surface temporary, lighting, seeding/sodding, mulching, fertilizer, drainage items, clearing and grubbing, and other incidental items related to staging required to complete the work under this contract. No additional payment will be made by the department for said mobilizations.

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

Submit all traffic control change requests to the engineer at least 48 hours prior to an actual traffic control change. A request does not constitute approval.

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the Pre-Construction Conference.

Contact the United States Postal Service postmaster one week prior to beginning construction operations.

Contact Racine bus company, Belle Urban System 14 days prior to beginning construction operations to coordinate existing bus stops within project limits.

The contractor is advised that some trees, signs, decorative fences, chain link fences, retaining walls within the Temporary Limited Easement (TLE) shown on the plans are allowed to stay, do not remove them without contacting the engineer, municipality and the property owner.

Install roundabout signs prior to beginning construction operation is stage 3.

Provide HES pavement at locations designated in staging plans, and areas marked “work under traffic.”

Build one half of Fire Station No. 2 driveway at a time using HES concrete at the beginning of stage 1.

Complete “work under traffic” area as soon as possible. Fill-in drop-offs with base aggregate dense wherever cross traffic needs to be maintained. An undistributed quantity of Base Aggregate Dense 1 ¼-Inch has been included in the contract for this purpose.

Maintain pedestrian access across Northwestern Avenue during construction using temporary crosswalk.

Provide ADA complaint temporary crossing to existing bus stops.

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

##### **General**

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and as described herein.

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

Do not park or store equipment, vehicles or construction materials within the clear zone as designated in the plans on any roadway carrying traffic during non-working hours except at locations and periods of time approved by the engineer.

Maintain emergency vehicular access at all times to all through roadways located along STH 38.

##### **Stage 1:**

Construct east side (northbound lanes) of Northwestern Avenue. Reduce traffic on Northwestern Avenue to one lane in the southbound direction. Restrict traffic to southbound only through the construction zone. Detour northbound traffic via Memorial Drive to Rapids Drive. Construct intersections at Golf Avenue, Wustum Avenue, High Street, Summit Avenue, Hamilton Street, and the Gilmore Middle School Drive with these roads open to all traffic. Construct Prospect Street, Carlisle Avenue and Northwestern Avenue intersection partially with these roads open to all traffic as shown in plans. The contractor may close to through traffic Georgia Avenue, Maple Grove Avenue, and Albert Street during this Stage.

In addition to the above roads closed to through traffic, the intersections of Summit Avenue, Hamilton Street and Prospect Street are being reconstructed to remove these connections to Northwestern Avenue. Maintain two-way traffic on Spring Street.

Construct any temporary pavements that will be required for stage 2. Perform traffic control in accordance to the plans and standard detail drawings.

#### Stage 2:

Construct west side (southbound lanes) of Northwestern Avenue. Cross-over southbound traffic to northbound lanes at Quarry Lake Park intersection using the existing median opening without impacting the median islands. Shift southbound traffic on Northwestern Avenue on to newly constructed northbound lanes of Northwestern Avenue. Restrict traffic to southbound only through the construction zone. Detour northbound traffic via Memorial Drive to Rapids Drive. Construct intersections at Westwood Drive, Sacred Heart Driveway, Lawn Street, Prospect Street, and Spring Place with these roads open to all traffic. The contractor may close West High Street and Harriet Street during this Stage and motorists can use Lawn Street for a detour route. Maintain two-way traffic on Spring Street.

Construct pavement between Golf Avenue and Georgia Avenue within two weeks after the beginning of stage 2. Move cross-over to newly constructed pavement from Quarry Lake Park intersection. Restore pavement marking north of Golf Avenue. Continue constructing southbound lanes from Georgia Avenue to Spring Place.

Alternate construction of Lawn Street and Harriet Street so that one street is open to traffic during construction.

Perform traffic control in accordance to the plans and standard detail drawings.

#### Stage 2b:

Complete construction of the sidewalk in the northeast quadrant and in north half of the center median of the roundabout at West High Street and Albert Street. Complete construction of the roundabout at Spring Street. Shift southbound traffic on to newly constructed southbound lanes of Northwestern Avenue. Continue detouring northbound traffic between Memorial Drive and Spring Street via Memorial Drive to Rapids Drive. Allow northbound traffic between Spring Street and Golf Avenue to resume on Northwestern Avenue on the northbound lanes. Maintain two-way traffic on Spring Street.

Perform traffic control in accordance to the plans and standard detail drawings.

## **5. Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 38 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 27, 2016 to 6:00 AM Tuesday, May 31, 2016 for Memorial Day;
- From noon Friday, July 1, 2016 to 6:00 AM Tuesday, July 5, 2016 for Independence Day;
- From noon Friday, September 2, 2016 to 6:00 AM Tuesday, September 6, 2016 for Labor Day;
- From noon Wednesday, November 23, 2016 to 6:00 AM Monday, November 28, 2016 for Thanksgiving.

107-005 (20050502)

## **6. Utilities.**

This contract does not come under the provisions of Administrative Rule TRANS 220.

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the City of Racine during normal working hours. Contact the City Engineer John Rooney at (262) 636-9460 for further information.

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

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 the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

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

107-SER8 (20101021)

Known utilities in the projects are as follows:

**AT&T Wisconsin** has underground and overhead communications facilities within the project limits in the following locations:

- An underground communications line beginning from beyond the northerly project limits of Northwestern Avenue running southerly along the west side of Northwestern Avenue to Station 110+84, 29' RT where it runs across Northwestern Avenue to a manhole at Station 112+16, 17' LT and continues southeasterly to beyond the southerly project limits of Northwestern Avenue.
- An underground communications line beginning at a manhole at Station 83+82, 28' RT running northerly to a We Energies pole at Station 83+75, 25' RT where it rises the poles and becomes an overhead facility running northeasterly, crossing Northwestern Avenue at Station 83+75, to a pole at Station 83+73, 25' LT. From there it turns and runs southerly along the east right-of-way of Northwestern Avenue on We Energies poles to a pole at Station 91+06, 25' LT where it turns and runs northeasterly along the north right-of-way of High Street to beyond the easterly project limits of High Street. We Energies will adjust several poles along this line prior to construction. AT&T Wisconsin will relatch to new We Energies pole prior to construction.
- An underground communications line beginning at a manhole at Station 106+55, 28' RT running northeasterly, crossing Northwestern Avenue at Station 106+55, to Station 106+55, 29' LT where it turns and runs northerly along the east right-of-way of Northwestern Avenue to Station 103+36, 31' LT. From there it turns and runs northeasterly to beyond the easterly project limits of Northwestern Avenue. This line will remain in place without adjustment.
- An underground communications line beginning at a manhole at Station 112+15, 17' LT running northwesterly to a We Energies pole at Station 111+40, 26' LT where it rises the pole and runs northwesterly along the east side of Northwestern Avenue to a pole at Station 94+49, 25' LT. We Energies will adjust several poles along this line prior to construction. AT&T Wisconsin will relatch to new We Energies pole prior to construction.
- An underground communications line beginning at a manhole at Station 115+67, 16' LT running southwesterly, crossing Northwestern Avenue at Station 115+70, to the south side of Lawn Street and continues to beyond the southerly project limits of Lawn Street. This line will remain in place without adjustment.
- An underground communications line beginning at a manhole at Station 120+48, 18' LT running southwesterly, crossing Northwestern Avenue at Station 120+50, to the south side of Harriet Street where it turns and runs westerly along the south side of Harriet Street to beyond the westerly project limits of Harriet Street. This line will remain in place without adjustment.
- An underground communications line beginning at a manhole at Station 125+23, 17' LT running southwesterly to the south side of Prospect Street and continues southwesterly along the south side of Prospect Street to beyond the westerly project limits of Prospect Street. This line will remain in place without adjustment.

- An underground communications line beginning at a manhole at Station 135+45, 17' LT running northwesterly, crossing Northwestern Avenue at Station 134+47, and continues northwesterly along the north side of Spring Court to a pole at Station 47+46, 17' LT where it rises the pole and continues northwesterly to beyond the westerly project limits of Spring Street. This line will remain in place without adjustment.

AT&T Wisconsin will complete the following work prior to the beginning of construction:

- From stations 129+00 through Stations 132+00, AT&T will lower and move two existing conduit systems to render conflicts with storm sewer and road grade changes, at 15' LT and 19' LT. The conduits will be lowered approximately 1' and moved 2' south.
- At the Albert Street Roundabout, AT&T will replace existing closure at Station 109+ 60. Aerial cables will also be replaced within the proposed roundabout, to avoid all conflicts.
- From stations 79+00 through Stations 114+00, AT&T will transfer, remove and replace poles, cables and apparatuses to avoid all conflicts with the road project. This work will all be done in conjunction with We Energies.

AT&T will remove the existing frame and cover of the manhole located at Station 118+50 LT and two frames and covers for the manholes located at Station 120+50 LT. AT&T will steel plate both of the manholes during the road construction. Prior to, or during the paving phase, AT&T will rebuild the manhole frame and covers to match proposed road grade.

AT&T Wisconsin will also adjust manholes throughout the project limits during construction.

Contact Mark Eder, (262) 896-7434, of AT&T Wisconsin seven days in advance to coordinate locations and any excavation near their facilities.

**Racine, City of - Lighting** has overhead and underground street lighting facilities located throughout the project limits. Abandon, remove, leave in place, and reconstruct these facilities as shown in the plans.

Contact John Rooney, (262) 636-9460 office / (262) 620-46915 cell, of City of Racine - Lighting seven days in advance to coordinate locations and any excavation near their facilities.

**Racine, City of - Water and Wastewater** has underground sanitary and water facilities within the project limits in the following locations:



## Water

- An underground water main beginning from beyond the northerly project limits of Northwestern Avenue running southeasterly in the northbound lanes of Northwestern through the entire project limits to beyond the southerly project limits of Northwestern Avenue. This line will remain in place without adjustment.
- An underground water main beginning at Station 70+52, 10' LT running northerly along the east side of Golf Avenue to beyond the northerly project limits of Golf Avenue. This line will remain in place without adjustment.
- An underground water main beginning at Station 73+22, 11' LT running northeasterly along the east side of Georgia Avenue to beyond the easterly project limits of Georgia Avenue. This line will remain in place without adjustment.
- An underground water main beginning at Station 77+44, 11' LT running northeasterly along the east side of Wustum Avenue to beyond the easterly project limits of Wustum Avenue. This line will remain in place without adjustment.
- An underground water main beginning at Station 87+38, 14' LT running northeasterly along the west side of Maple Grove Avenue to beyond the easterly project limits of Maple Grove Avenue. This line will remain in place without adjustment.
- An underground water main beginning at Station 91+26, 13' LT running northeasterly along the east side of High Street to beyond the easterly project limits of High Street. This line will remain in place without adjustment.
- An underground water main beginning at Station 99+20, 11' LT running southwesterly along the northeast side of Westwood Drive to beyond the westerly project limits of Westwood Drive. This line will remain in place without adjustment.
- An underground water main beginning from beyond the easterly project limits of Northwestern Avenue to Station 99+62, 19' LT where it turns and runs southerly, crossing Northwestern Avenue at Station 99+78, to Station 100+13, 42' RT. From there it turns and runs southwesterly along the south side of Westwood Drive to beyond the westerly project limits of Westwood Drive. This line will remain in place without adjustment.
- An underground water main beginning at Station 109+94, 13' LT running northeasterly in the westbound lanes of Albert Street to beyond the easterly project limits of Albert Street. This line will remain in place without adjustment.
- An underground water main beginning at Station 111+71, 13' LT running westerly along the south side of W. High Street to beyond the westerly project limits of W. High Street. This line will remain in place without adjustment.
- An underground water main beginning at Station 115+89, 11' LT running southwesterly in the westbound lanes of Lawn Street to beyond the westerly project limits of Lawn Street. This line will remain in place without adjustment.
- An underground water main beginning at Station 118+81, 15' LT running easterly in the median of Hamilton Street to beyond the easterly project limits of Hamilton Street. This line will remain in place without adjustment.
- An underground water main beginning at Station 120+49, 15' RT running westerly in the median of Harriet Street to beyond the westerly project limits of Harriet Street. This line will remain in place without adjustment.

- An underground water main beginning at Station 120+61, 15' LT running northerly in the median of Summit Avenue to beyond the northerly project limits of Summit Avenue. This line will remain in place without adjustment.
- An underground water main beginning at Station 124+68, 15' LT running southwesterly in the westbound lanes of Prospect Street to beyond the westerly project limits of Prospect Street. This line will remain in place without adjustment.
- An underground water main beginning at Station 125+02, 15' LT running easterly in the westbound lanes of Prospect Street to beyond the easterly project limits of Prospect Street. This line will remain in place without adjustment.
- An underground water main beginning at Station 50G+10, 1' LT running northerly in the northbound lanes of Carlisle Avenue to beyond the northerly project limits of Carlisle Avenue. This line will remain in place without adjustment.
- An underground water main beginning from beyond the northerly project limits of Carlisle Avenue running southerly in the median of Carlisle Avenue to Station 50G+4, 5' LT where it turns and runs westerly, crossing Northwestern Avenue at Station 124+92, to Station 124+84, 8' RT. From there it turns and runs southwesterly to beyond the westerly project limits of Prospect Street. This line will remain in place without adjustment.
- An underground water main beginning at Station 130+34, 13' LT running northeasterly to Station 130+30, 70' LT where it turns and runs easterly along the north side of West Street to beyond the easterly project limits of West Street. This line will remain in place without adjustment.
- An underground water main beginning at Station 14RI+11, 14' LT running northerly in the northbound lanes of Blake Avenue to beyond the northerly project limits of Blake Avenue. This line will remain in place without adjustment.
- An underground water main beginning at Station 134+42, 14' LT running southwesterly to Station 134+41, 30' RT where it turns and runs westerly along the eastbound lanes of Spring Place, crossing Spring Street at Station 11RG+19, to beyond the westerly project limits of Spring Street. This line will remain in place without adjustment.

The City of Racine will replace the existing water main due to its poor condition from Stations 87+00 to 112+00 and 118+50 to 135+50. This work will be performed prior to construction.

Valve box grade adjustments will be performed during paving operations, contact Mr. Mark Carr at (262) 497-4614 at least 24 hours ahead of time to schedule.

Two hydrant alterations will be performed at the following locations prior to construction:

- West Street Station 11+00. The utility will relocate this hydrant from its current location to Blake Avenue roughly 50 feet north of West Street.
- Spring Place Station 49+00. This hydrant will be relocated to Station 49+30, 20' RT, putting it in the future extended parkway.

The City of Racine - Water and Wastewater will also adjust water valves throughout the project limits during construction. Contact Mark Carr, (262) 497-4614 cell, of City of Racine - Water and Wastewater two days prior to any paving operations to coordinate valve adjustments.

Contact Chad Regalia, (262) 497-4611 cell, of City of Racine - Water and Wastewater days in advance to coordinate locations and any excavation near their facilities.

### Wastewater

- An underground sanitary main beginning at a manhole at Station 68+67, 42' LT running northwesterly to beyond the northerly project limits of Northwestern Avenue. This line will remain in place without adjustment.
- An underground sanitary main beginning from beyond the northerly project limits of Golf Avenue running southerly to a manhole at Station 70+30, 21' LT. From there it turns and runs southeasterly in the northbound lanes of Northwestern Avenue to a manhole at Station 109+63, 18' LT. From there it turns and runs southerly to a manhole at Station 110+02, 0' LT. This line will remain in place without adjustment.
- An underground sanitary main beginning from beyond the easterly project limits of Maple Grove Avenue running southwestly in the center of Maple Grove Avenue to a manhole at Station 87+50, 18' RT where it turns and runs southeasterly in the southbound lanes of Northwestern Avenue to a manhole at Station 109+62, 18' RT. From there it turns and runs easterly to a manhole at Station 110+02, 0' LT. This line will remain in place without adjustment.
- An underground sanitary main beginning at a manhole at Station 110+02, 0' LT running southeasterly in the median of Northwestern Avenue to beyond the southerly project limits of Northwestern Avenue. This line will remain in place without adjustment.
- An underground sanitary main beginning at a manhole at Station 111+85, 3' LT running westerly in the median of W. High Street to beyond the westerly project limits of W. High Street. This line will remain in place without adjustment.
- An underground sanitary main beginning at a manhole at Station 115+94, 0' LT running southwestly to a manhole at Station 49E+34, 3' RT where it turns and runs westerly in the median of Lawn Street to beyond the westerly project limits of Lawn Street. This line will remain in place without adjustment.
- An underground sanitary main beginning from beyond the northerly project limits of Summit Avenue running southerly in the median to a manhole at Station 120+64, 0' LT where it turns and runs westerly in the median of Harriet Street to beyond the westerly project limits of Harriet Street. This line will remain in place without adjustment.
- An underground sanitary main beginning at a manhole at Station 118+75, 0' LT running easterly in the median of Hamilton Street to beyond the easterly project limits of Hamilton Street. This line will remain in place without adjustment.
- An underground sanitary main beginning at Station 124+99, 1' LT running southwestly in the median of Prospect Street to beyond the westerly project limits of Prospect Street. This line will remain in place without adjustment.

- An underground sanitary main beginning at Station 126+51, 0' LT running northerly in the median of Carlisle Avenue to beyond the northerly project limits of Carlisle Avenue. This main will remain in place without adjustment.
- An underground sanitary main beginning at a manhole at Station 125+68, 74' LT running easterly in the median of Prospect Street to beyond the easterly project limits of Prospect Street. This line will remain in place without adjustment.
- An underground sanitary main beginning at a manhole at Station 134+59, 5' RT running northwesterly in the median of Spring Place to a manhole at Station 47F+15, 0' LT where it continues northwesterly, crossing Spring Street at Station 11RG+12, to beyond the westerly project limits of Spring Street. This line will remain in place without adjustment.
- An underground sanitary main beginning from beyond the northerly project limits of Blake Avenue running southerly in the median of Blake Avenue to a manhole at Station 13RI+95, 8' LT where it turns and runs easterly in the median of West Street to beyond the easterly project limits of West Street. This line will remain in place without adjustment.

Adjust the City of Racine - Wastewater manholes as shown in the plans.

Contact John Rooney, (262) 636-9460 office / (262) 620-46915 cell, of City of Racine - Water and Wastewater seven days in advance to coordinate locations and any excavation near their facilities.

**Time Warner Cable** has underground and overhead communications facilities within the project limits in the following locations:

- An overhead communications line on We Energies poles beginning from beyond the northerly project limits of Northwestern Avenue running southeasterly along the west side of Northwestern Avenue to a pole at Station 68+80, 34' RT where it turns and runs easterly, crossing Northwestern Avenue at Station 69+85, to a pole at Station 70+65, 25' LT. From there it turns and runs southerly along the east side of Northwestern Avenue to a pole at Station 110+25, 37' LT where it turns and runs southerly, crossing Northwestern Avenue at Station 110+53, to a pole at Station 11WK+97, 23' RT. From there it turns and runs westerly along the north side of W. High Street to beyond the westerly project limits of W. High Street. We Energies will adjust several poles along this line prior to construction. Time Warner Cable will relatch to new We Energies pole prior to construction. Time Warner Cable will also relocate portions of the overhead from Station 107+22, 22' LT to Station 11WK+97, 23' RT prior to construction.
- An overhead communications line on We Energies poles beginning at a pole at Station 70+65, 26' LT running northerly along the east side of Golf Avenue to beyond the northerly project limits of Golf Avenue. This line will remain in place without adjustment.

- An overhead communications line on We Energies poles beginning at a pole at Station 110+25, 37' LT running northeasterly along the south side of Albert Street to beyond the easterly project limits of Albert Street. We Energies will relocate a pole at Station 110+25, 37' LT. Time Warner cable will relatch to the new pole prior to construction. The remaining facilities will remain in place without adjustment.
- An overhead communications line on We Energies poles beginning from beyond the easterly project limits running westerly along the south side of Prospect Street, crossing Northwestern Avenue at Station 125+32, to a pole at Station 125+00, 36' RT where it turns and runs southwestwardly along the south side of Prospect Street to beyond the westerly project limits. We Energies - Electric will relocate several poles. Time Warner cable will relatch to the new pole prior to construction. The remaining facilities will remain in place without adjustment.
- An overhead communications line on We Energies poles beginning from beyond the westerly project limits of Spring Street running easterly, crossing Spring Street at Station 10RG+95, and continues easterly along the south side of Spring Place, crossing Northwestern Avenue at Station 134+87, to beyond the easterly project limits of Northwestern Avenue. This line will remain in place without adjustment.

Time Warner Cable will construct a new underground cable prior to construction beginning at a pole at Station 107+22, 25' LT running northeasterly to the right-of-way of Northwestern Avenue where it turns and runs southeasterly along the right-of-way of Northwestern Avenue to Station 109+73, 56' LT. From there it turns and runs northeasterly along the north right-of-way of Albert Street to Station 11WD+55, 32' LT where it turns and runs southeasterly, crossing Albert Street at Station 11WD+53, to a new We Energies pole at Station 11WD+50, 27' RT. From there it rises up the new pole and runs southwestwardly, to a new We Energies pole at Station 110+94, 29' LT and continues southwestwardly, crossing Northwestern Avenue at Station 110+92, to a pole at Station 11WK+97, 23' RT.

Contact Steve Cramer, (414) 277-4045 office / (414) 688-2385 cell, of Time Warner Cable seven days in advance to coordinate locations and any excavation near their facilities.

**We Energies – Electric** has underground and overhead electric facilities within the project limits in the following locations:

- An overhead electric line beginning from beyond the northerly project limits of Northwestern Avenue running southeasterly along the west side of Northwestern Avenue to a pole at Station 68+80, 34' RT where it turns and runs easterly, crossing Northwestern Avenue at Station 69+85, to a pole at Station 70+65, 25' LT. From there it turns and runs southerly along the east side of Northwestern Avenue to a pole at Station 110+25, 37' LT where it turns and runs southerly, crossing Northwestern Avenue at Station 110+53, to a pole at Station 11WK+97, 23' RT. From there it turns and runs westerly along the north side of W. High Street to beyond the westerly project limits of W. High Street. We Energies will adjust several poles along this line prior to construction.

- An overhead electric line beginning at a pole at Station 70+65, 26' LT running northerly along the east side of Golf Avenue to beyond the northerly project limits of Golf Avenue. This line will remain in place without adjustment.
- An overhead electric line beginning at a pole at Station 87+84, 25' LT running northeasterly along the south side of Maple Grove Avenue to beyond the easterly project limits of Maple Grove Avenue. This line will remain in place without adjustment.
- An overhead electric line beginning at a pole at Station 91+07, 25' LT running northeasterly along the north side of High Street to beyond the easterly project limits of High Street. This line will remain in place without adjustment.
- An overhead electric line beginning at a pole at Station 99+47, 26' LT running southwesterly, crossing Northwestern Avenue 99+60, and continues southwesterly along the north side of Westwood Drive to beyond the westerly project limits. This line will remain in place without adjustment.
- An overhead electric line beginning at a pole at Station 109+69, 26' LT running northeasterly along the north side of Albert Street to beyond the easterly project limits of Albert Street. We Energies will remove a pole at Station 109+69, 26' LT prior to construction. The remaining poles will remain in place without adjustment.
- An overhead electric line beginning at a pole at Station 110+25, 37' LT running northeasterly along the south side of Albert Street to beyond the easterly project limits of Albert Street. We Energies will relocate a pole at Station 110+25, 37' LT prior to construction. The remaining poles will remain in place without adjustment.
- An overhead electric line beginning from beyond the easterly project limits running westerly along the south side of Prospect Street, crossing Northwestern Avenue at Station 125+32, to a pole at Station 125+00, 36' RT where it turns and runs southwesterly along the south side of Prospect Street to beyond the westerly project limits. We Energies - Electric will relocate several poles prior to construction.
- An overhead electric line beginning at a pole at Station 50PS+42, 20' RT running northwesterly to a pole at Station 50G+40, 43' LT where it turns into an underground facility and runs northerly along the west right-of-way of Carlisle Avenue to beyond the northerly project limits of Carlisle Avenue. We Energies - Electric will relocate a pole at Station 50G+40, 43' LT and a portion of the underground electric prior to construction. The remaining portions of this line will remain in place without adjustment.
- An overhead electric line beginning from beyond the northerly project limits of Blake Avenue running southerly along the west side of Blake Avenue to a pole at Station 50BA+33' LT where it turns and runs southeasterly to a pole at Station 11RJ+48, 32' LT. This line will remain in place without adjustment.
- An overhead electric line beginning at a pole at Station 50BA+33' LT running easterly along the north side of West Street to beyond the easterly project limits of West Street. This line will remain in place without adjustment.

- An overhead electric line beginning from beyond the westerly project limits of Spring Street running easterly, crossing Spring Street at Station 10RG+95, and continues easterly along the south side of Spring Place, crossing Northwestern Avenue at Station 134+87, to beyond the easterly project limits of Northwestern Avenue. This line will remain in place without adjustment.

We Energies – Electric will replace poles along their existing aerial pole line located in the north and south terrace of Northwestern Avenue to meet requirements for lateral clearance. We Energies – Electric will bury a new underground cable in the north quadrant of the Albert Street roundabout, 3' from the right-of-way, from Station 108+40 LT to Station 11'WD'+55 LT. Poles will be moved or placed at the Albert Street roundabout according to the following table:

<b>Station Albert St Roundabout</b>	<b>Work Proposed</b>
108+41.57 26.00 RT	New Pole
108+41.57 24.92 RT	Remove Pole
108+50.48 25.67 LT	Remove Pole
108+40 25.00 LT	New Riser Pole
108+70 25.00 LT	New Anchor
109+37.52 25.75 RT	Remove Pole
109+69.90 24.91 LT	Remove Pole
110+23.80 36.92 LT	Remove Pole
110+71.68 25.89 RT	Remove Pole
110+94 28.50 LT	New Pole
111+40 26.15 LT	Pole stays in place
111+70 26.00 LT	New Anchor
11+15WD 26.50 L	Remove Pole
11+50WD 21.50 LT	New Riser Pole
11+50WD 30.50 LT	New Anchor
11+20WD 21.50LT	New Anchor
11+15WD 13.50 RT	Remove Pole
11+50WD 20.50 RT	New Pole
11+05WH 4.50 LT	Remove Pole
10+35WH 17.50 LT	New Pole
110+79.78 96.82 RT	Pole stays at location
111+09 115.98 RT	Pole stay at location

Work will be performed at Carlisle Avenue according to the following table:

<b>Station Carlisle Ave</b>	<b>Work Proposed</b>
124+50.00 63.32 LT	New Pole
125+02.50 75.50 LT	Remove SW Fuse
125+16.70 78.93 LT	Stay at location
125+00.53 35.66 RT	Remove Pole
125+00.53 40.66 RT	New Pole
125+22.10 54.70 LT	No Work- Pole - City Racine
125+60.00 35.00 LT	New Pole
126+06.05 83.44 LT	Remove Pole
125+02.50 75.50 LT To 124+50 116.40 LT	Abandon URD Cable
125+16.70 78.93 LT To 125.02.50 75.50 LT	Abandon URD Cable

Work will be performed at the Spring Street roundabout according to the following table:

<b>Station Spring St Roundabout</b>	<b>Work Proposed</b>
50+90 LT Blake Ave	New Pole
50+90 Blake Ave	Remove Pole
131+90 LT	New Pole
131+90 LT	Remove Pole
11+50 LT	Replace Anchor and Wire
135+00 RT	Pole Move 5 feet
134+50 RT	New Pole
134+50 RT	Remove Pole

All work will be performed prior to construction.

Contact Ed Herda, (262) 763-1013 office, of We Energies seven days in advance to coordinate locations and any excavation near their facilities.

**We Energies – Gas** has underground gas facilities within the project limits in the following locations:

- An underground gas main beginning from beyond the northerly project limits of Golf Avenue running southerly along the east right-of-way of Golf Avenue to Station 70+53, 29' LT where it turns and runs southeasterly along the north side of Northwestern Avenue to Station 72+76, 26' LT. From there it turns and runs southwesterly, crossing Northwestern Avenue at Station 72+76, to Station 72+76, 25' RT where it turns and runs southeasterly along the south side of Northwestern Avenue to Station 130+58, 19' RT. From there it turns and runs southwesterly



along the north side of Spring Street to beyond the westerly project limits of Spring Street. We Energies - Gas will abandon portions of this line in place prior to construction from Station 70+50, 30' LT to Station 130+57, 51' RT. The remaining portions of this line will remain in place without adjustment.

- An underground gas main beginning at Station 52+09, 20' RT running westerly, crossing Golf Avenue to Station 52+09, 19' LT where it turns and runs southerly along the west right-of-way of Golf Avenue to Station 68+93, 53' LT. From there it turns and runs northwesterly to beyond the northerly project limits of Northwestern Avenue. This line will remain in place without adjustment.
- An underground gas main beginning at Station 77+57, 26' RT running northeasterly, crossing Northwestern Avenue at Station 77+57, and continues northeasterly along the east side of Wustum Avenue to beyond the easterly project limits of Wustum Avenue. We Energies - Gas will abandon this main in place prior to construction from Station 77+57, 26' RT to Station 77+57, 50' LT. The remaining portions of this line will remain in place without adjustment.
- An underground gas main beginning at Station 87+72, 26' RT running northeasterly, crossing Northwestern Avenue at Station 87+72, and continues northeasterly along the east side of Maple Grove Avenue to beyond the easterly project limits of Maple Grove Avenue. We Energies - Gas will abandon this main in place prior to construction from Station 87+72, 26' RT to Station 51C+00, 20' RT. The remaining portions of this line will remain in place without adjustment.
- An underground gas main beginning at Station 91+55, 25' RT running northeasterly, crossing Northwestern Avenue at Station 91+55, and continues northeasterly along the east side of High Street to beyond the easterly project limits of High Street. We Energies - Gas will abandon this main in place prior to construction from Station 91+55, 25' RT to Station 51HS+10, 20' RT. The remaining portions of this line will remain in place without adjustment.
- An underground gas main beginning at Station 100+28, 27' RT running southwesterly along the east side of Westwood Drive to beyond the westerly project limits of Westwood Drive. We Energies - Gas will abandon this main in place prior to construction from Station 100+28, 27' R' RT to Station 49D+00, 22' LT. The remaining portions of this line will remain in place without adjustment.
- An underground gas main beginning at Station 111+87, 22' RT running westerly along the south side of W. High Street to beyond the westerly project limits of W. High Street. We Energies Gas will abandon this line in place prior to construction from Station 111+87, 22' RT to Station 12+86, 28' RT. The remaining portions of this line will remain in place without adjustment.
- An underground gas main beginning at Station 116+05, 29' RT running southwesterly along the south side of Lawn Street to beyond the westerly project limits of Lawn Street. We Energies - Gas will abandon this main in place prior to construction from Station 116+05, 29' RT to beyond the westerly project limits of Lawn Street.
- An underground gas main at Station 116+25, 29' RT running northeasterly, crossing Northwestern Avenue at Station 116+25, to Station 116+25, 29' LT where it turns and runs northwesterly along the north side of Northwestern Avenue to Station 112+99, 29' LT. We Energies - Gas will abandon this line in place prior to construction.

- An underground gas main beginning at Station 116+25, 29' LT running southeasterly along the north side of Northwestern Avenue to Station 118+58, 29' LT. We Energies - Gas will abandon this line in place prior to construction.
- An underground gas main beginning at Station 120+43, 28' RT running westerly along the south side of Harriet Street to beyond the westerly project limits of Harriet Street. We Energies - Gas will abandon this main in place prior to construction from Station 120+43, 28' RT to beyond the westerly project limits of Harriet Street.
- An underground gas main beginning at Station 124+56, 29' RT running westerly along the north side of Prospect Street to beyond the westerly project limits of Prospect Street. We Energies - gas will abandon a portion of this main in place prior to construction from Station 124+56, 29' RT to Station 49+34, 22' LT. The remaining portions of this main will remain in place without adjustment.
- An underground gas main beginning from beyond the northerly project limits of Carlisle Avenue running southerly along the west side of Carlisle Avenue to Station 125+10, 83' RT where it turns and runs southeasterly to Station 50PS+39, 18' RT. From there it turns and runs easterly along the south side of Prospect Street to beyond the easterly project limits of Prospect Street. We Energies - Gas will abandon this line in place prior to construction from Station 51CA+50, 30' LT to Station 50PS+77, 20' RT. The remaining portions of this line will remain in place without adjustment.
- An underground gas main beginning from beyond the northerly project limits of Carlisle Avenue running southerly along the east side of Carlisle Avenue to Station 50PS+18, 4' RT. We Energies - Gas will abandon this line in place prior to construction from Station 50G+52, 18' RT to Station 50PS+18, 4' RT. The remaining portions of this line will remain in place without adjustment.
- An underground gas main beginning at Station 130+58, 19' RT running northeasterly to Station 130+55, 31' LT where it turns and runs easterly along the south side of West Street to beyond the easterly project limits of West Street. This line will remain in place without adjustment.
- An underground gas main beginning at Station 130+55, 31' LT running northwesterly along the north side of Northwestern Avenue to Station 128+73, 30' LT. We Energies - Gas will abandon this line in place prior to construction.
- An underground gas main beginning at Station 13RI+58, 2' LT running northerly along the west side of Blake Avenue to beyond the northerly project limits of Blake Avenue. This line will remain in place without adjustment.
- An underground gas main beginning at Station 14RL+68, 3' RT running southeasterly, crossing Spring Street at Station 11RG+05, to the south side of Spring Place where it continues southeasterly along the south side of Spring Place to Station 134+48, 30' RT. From there it turns and runs southerly along the west side of Northwestern Avenue to beyond the southerly project limits. This line will remain in place without adjustment.

- An underground gas main beginning at Station 10RF+90, 9' RT running southerly along the east right-of-way of Northwestern Avenue to beyond the southerly project limits of Northwestern Avenue. We Energies - Gas will abandon portions of this main in place prior to construction from Station 10RF+90, 9' RT to Station 134+55, 21' RT. The remaining portions of this line will remain in place without adjustment.

We Energies - Gas will relocate, construct and reconstruct underground gas facilities in the project area at the following locations prior to construction:

- A new underground 4" p.e. gas main beginning at Station 70+50 running southeasterly to Station 103+50, varying from 28' to 30' LT where it continues to Station 106+50 at 26' LT. From there the main continues southeasterly from Station 106+50 to Station 113+00, varying from 33' to 29' LT. From there it continues southeasterly to Station 116+18, varying from 31' to 32' LT, where it turns to the southwest to cross under Northwestern Avenue at Station 116+18, then turns and heads southeasterly to Station 130+57, 32' RT, where it ties into an existing 12" steel main.
- A new underground 2" p.e. gas main from Station 116+18 to Station 118+50, 31' to 32' LT.
- A new underground 2" p.e. gas main on Wustum Ave from Station 50+29B to Station 50+50B, 25' RT
- A new underground 2" p.e. gas main on Maple Grove Ave. from Station 50+28C to Station 51+00C, 23' RT
- A new underground 2" p.e. gas main on High Street from Station 50+29 HS to 51+10HS, 25' RT.
- A new underground 2" p.e. gas main at Station 99+43, 29' LT, at which point the gas main heads east out of project limits.
- A new underground 2" p.e. gas main that crosses Northwestern Avenue at Station 100+22, then ties into an existing main on Westwood Dr at Station 49+00 D , 22' RT.
- A new underground 2" p.e. gas main for Sacred Heart School / Church that will cross Northwestern Avenue at Station 104+00 and tie into an existing main at 65' RT.
- A new underground 2" p.e. gas main crossing Northwestern Avenue at approximately Station 111+75 and tying into existing 2" p.e. main along the existing West High Street.
- A new underground 2" p.e. gas main crossing Northwestern Avenue at Station 116+ 18 and running along Lawn Street at 18' to 22' RT.
- A new underground 2" p.e. gas main along Harriet Street from Station 49+80, 20' RT, heading west and tying into the existing main outside of the project limits.
- A new underground 2" p.e. gas main on Prospect Street from Station 49+25 to 49+68, 18' LT. The main will cross Northwestern Avenue at Station 124+50 and continue northeast along Carlisle Avenue at 26' LT, then tie into an existing main at Station 51+50CA.

- A new underground 2" p.e. gas main in the Carlisle Avenue and Prospect Street cul-de-sac will tie into the existing main at Station 50+50G, 18' RT and head south to Station 50+14PS, 27' RT, then turn east and tie into an existing 2" steel main at Station 50+73PS, 20' RT.
- A new 2" p.e. main that will tie into an existing 12" steel main on West Street at Station 10+60 RD, 5' RT, heading southerly, 3' inside the right-of-way, to Station 132+46, 32' LT, where it turns and heads southeast to Station 135+13, 35' LT. From there it turns southwest and crosses Northwestern Avenue to Station 135+13, 33' RT. From there the main splits into two mains that head northwest and southeast, which tie into an existing main at Station 135+40, 31' RT, and Station 134+60, 30' RT.
- A new 12" p.e. main that will replace the existing 12" steel main along Spring Street, beginning at Station 12'RH'+05LT and crossing Northwestern Avenue at Station 130+40, crossing Blake Street at Station 50'BA'+45, making a 90 degree turn to the south and crossing West Street at Station 11'RC'+00 where it will tie into the existing main on the south side of West Street.

Contact Chris DeGrave, (262) 886-7018 office / (262) 939-9814 cell, of We Energies seven days in advance to coordinate locations and any excavation near their facilities.

## **7. Erosion Control.**

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

*Add the following to standard spec 107.20:*

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison (Kristina Betzold; 2300 N. Dr. Martin Luther King Jr. Dr., Milwaukee, WI 53212; Tel: (414) 263-8517; Email: [Kristina.Betzold@Wisconsin.gov](mailto:Kristina.Betzold@Wisconsin.gov)). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilizer, and mulch, as designated by the engineer, within 7 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed.

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

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

## **8. Public Convenience and Safety.**

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

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 8:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

107-001 (20060512)

## **9. 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)

## **10. Geotechnical Investigation Information.**

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

Available information relative to subsurface exploration, borings, soundings, water levels, elevations or profiles is available for review at the department's Regions office. Contact Traci Gengler; 141 NW Barstow Street, Waukesha, WI 53188; telephone (262) 548 8727.

The contractors are responsible to review the available information to determine if it is of use to the contractors. The use or not of the geotechnical information does not relieve the contractor from performing the work in accordance to the plans and specifications.

## **11. Information to Bidders, Use of Recovered Material.**

The department encourages the use of waste materials and recovered industrial byproducts (e.g. foundry sand used as trench backfill) as material substitutions (see standard spec 106.2.1), provided they meet standard specification gradation requirements, conform to NR 538 requirements, and/or follow standard engineering practice for their intended use.

## **12. Notice to Contractor–Contamination Removed During Construction.**

Halt excavation if the hazardous materials are encountered within the limits of proposed improvement located at southeast quadrant of STH 38 and Spring Street intersection (Station 131+46 RT to Station 133+46 RT).

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

1. Station 129+15 to 130+15 from reference line to project limits right, from approximately 6 feet to at least 11 feet bgs.

If contamination (e.g., staining, petroleum) is noted at this location or elsewhere during construction, excavations will be suspended and the engineer notified.

The plans for contamination management should be submitted to the WDNR for their review and concurrence. The WisDOT's environmental consultant should be present during excavations in the above areas to field screen and document the excavation activities.

The contaminated soils at the above sites that are within the excavation limits of this project will be removed by others concurrent with the work under this project.

Supply the schedule of operations in the contaminated area to the engineer at the preconstruction conference. The department will coordinate the remediation activities by others.

Provide the engineer with a written notice at least 14 calendar days prior to the schedule date of beginning work in the contaminated areas.

Initial contractor work in contaminated areas prior to the start of remediation activities by others shall be limited to removing pavement. Then, suspend work operations in contaminated areas to allow remediation activities by others. The remediation activities of excavating, hauling, and disposal of petroleum contaminated soil is estimated to take 4 calendar days to complete.

The Hazardous Materials Report is available by contacting Traci Gengler; 141 NW Barstow Street, Waukesha, WI 53188; telephone (262) 548 8727

## **13. Notice to Contractor–Emerald Ash Borer.**

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

*Supplement standard spec 201.3 with the following:*

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

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

Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.

Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.

Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.

White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer saccharum*.

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

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

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

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

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

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

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

- (a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.

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

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

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

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

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

Ash chips and ash bark fragments (both composted and uncomposted) larger than 1 inch in diameter.

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

### **Regulatory Considerations**

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

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

### **Chipped Ash Trees**

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

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

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



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

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

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

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

### **Ash logs, Branches, and Roots**

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

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

Burning is optional if in compliance with standard spec 201.3.

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

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

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

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

### **Furnishing and Planting Plant Materials**

*Supplement standard spec 632.2.2 with the following:*

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

### **Updates for Compliance**

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

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

### **Regulated Items**

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

## **14. Removing Light Poles, Item 204.9060.S.001.**

### **A Description**

This special provision describes removing light poles in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

### **B (Vacant)**

### **C (Vacant)**

### **D Measurement**

The department will measure Removing Light Poles as each individual pole, acceptably completed.

### **E Payment**

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.001	Removing Light Poles	Each
204-025 (20041005)		

**15. Removing Control Cabinet and Meter Breaker Pedestal Item 204.9060.S.002.**

**A Description**

This special provision describes removing Control Cabinet and Meter Breaker Pedestal in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Control Cabinet and Meter Breaker Pedestal as each individual cabinet and pedestal, acceptably completed.

**E Payment**

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.002	Removing Control Cabinet and Meter Breaker Pedestal	Each
204-025 (20041005)		

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

**A General**

**A.1 Description**

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility. The closest DNR approved bioremediation facility are:

Republic Services Kestrel Hawk Landfill  
1989 Oakes Road  
Racine, WI 53406  
(262) 884-7080

Waste Management Metro Landfill  
10712 South 124th Street  
Franklin, WI 53132  
(414) 529-6180

Advanced Disposal Emerald Park Landfill  
W124 S10629 124th St.  
Muskego, WI 53150  
(414) 529-3060

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

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

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

- Station 129+15 to 130+15 from reference line to project limits right, from approximately 6 feet to at least 11 feet bgs. Soil here is contaminated with benzene. The estimated volume of contaminated soil to be excavated at this location is 55 cubic yards (approximately 94 tons at an estimated 1.7 tons per cubic yard).

Directly load soil excavated by the project at the above location into trucks that will transport the soil to a WDNR-approved bioremediation facility.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

If dewatering is required at the above location conduct the dewatering in accordance to Section C below. No active groundwater monitoring wells were observed within the construction limits; if any monitoring wells are encountered during construction, notify the engineer and protect them to maintain their integrity.

The excavation management plan for this project has been designed to minimize the offsite disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities at these sites contact:

Name: Mr. Andrew Malsom  
Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798  
Phone: (262) 548-6705  
Fax: (262) 548-6891  
e-mail: [andrew.malsom@dot.wi.gov](mailto:andrew.malsom@dot.wi.gov)

## **A.3 Coordination**

Coordinate work under this contract with the environmental consultant:

Consultant: TRC Environmental Corporation  
Address: 150 N. Patrick Blvd., Ste. 180, Brookfield, WI 53045  
Contact: Mr. Bryan Bergmann  
Phone: (262) 901-2126  
Cell Ph: (262) 227-9210  
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The role of the environmental consultant will be limited to:

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

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

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

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

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

*Supplement standard spec 107.1 with the following:*

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

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

## **B (Vacant)**

## **C Construction**

*Supplement standard spec 205.3 with the following:*

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

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

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

Groundwater was observed during the Phase 2.5 investigation at the location above at a depth of ~8 or 9 feet bgs. The anticipated depth of excavation at the location above is ~6 feet bgs, and dewatering is not anticipated.

## **D Measurement**

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

## **E Payment**

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils prior to transport, if necessary. No additional payment will be made for tipping fees associated with the disposal of contaminated soil.

205-003 (20080902)

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

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

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

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

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

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

- <sup>[1]</sup> If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
  - <sup>[2]</sup> For 3-inch material, obtain samples at load-out.
  - <sup>[3]</sup> If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
  4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

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

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



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

## **B.2 Personnel**

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

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

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

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

## **B.3 Laboratory**

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

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

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

### **B.4.1 General**

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

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

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

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

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

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

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

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

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:  
 Gradation..... AASHTO T 27  
 Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or 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 of 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. Cover Plates Temporary, Item 611.8120.S.**

### **A Description**

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

**B Materials**

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

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

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

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

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

611-006 (20030820)

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

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$1,000 per day to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

**21. Overhead Sign Supports, General.****A General****A.1 Color**

The color of the poles for overhead sign supports S-51-602, 603, 604, 605, and 606 shall match the color of the decorative lighting assemblies. Submit a sample of the color for approval by the engineer prior to construction.

**22. Mounting Hardware for Signs Type I and II.**

Furnish and install new mounting brackets per approved product list for type II signs on overhead sign supports incidental to sign. For type II signs on sign bridges use aluminum vertical support beams noted above incidental to sign. New mounting brackets are incidental to the sign being installed.

*Add the following to standard spec 637.2.4:*

Use stainless steel bolts, washers and nuts for type I and type II signs mounted on sign bridges or type I signs mounted on overhead sign supports. Use clips on every joint for Sign Plate A 4-6 when mounted on a sign bridge or overhead sign support. Inspect installation of clips and assure bolts and nuts are tightened to manufacturers recommended torque values.

Use aluminum vertical sign support beams that have a 5-inch wide flange and weigh 3.7 pounds per foot, if the L-brackets are 4 inches wide then use 4 inch wide flange beams weighing 3.06 pounds per foot. Contractor shall measure the width of the L-brackets on existing structures of determine the width needed for sign support beams

Use beams a minimum of six feet in length or equal to the height of the sign to be supported, whichever is greater. Use U-bolts that are made of stainless steel, one-half inch diameter and of the proper size to fit the truss cords of each sign bridge. Install vertical sign support beams on each sign and use new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss.

For type II signs on overhead sign supports follow the approved product list for mounting brackets.

*Replace standard spec 637.2.4.1(2)2 with the following:*

Clips may be either stainless steel or ASTM B 108, aluminum alloy, 356.0-T6.

*Add the following to standard spec 637.3.2.1:*

(3) Provide the engineer with 3 copies of drawings of the signs proposed to be furnished under this contract for approval.

*Add the following to standard spec 637.3.3.2(2):*

Install Type I Signs at the offset stated in the plan, which shall be the clear distance between the edge of mainline pavement right edgeline and the near edge of the sign.

*Add the following to standard spec 637.3.3.3(3):*

Furnish and install new aluminum vertical sign support beams on each sign and new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss for Type I or Type II Signs and Type I signs on overhead sign supports incidental to sign. New I-beams are incidental to the sign being installed.

637-SER1 (20120401)



## **23. Traffic Control.**

*Add the following to standard spec 643.3.1:*

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

Provide the Wisconsin State Patrol, Racine County Sheriff's Department, City of Racine Police Department, and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

*Replace standard spec 643.3.1(6) with the following:*

Provide 24-hour a day availability of equipment, forces and materials to promptly restore barricades, lights, or other traffic control devices that are damaged or disturbed. Restore any barricade, light, or other traffic control so that the device is not out of service for more than two hours.

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

### **A Description**

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

### **B Materials**

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

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

### **C Construction**

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

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

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

## **C.2 Groove Depth**

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

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

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

## **C.4 Groove Position**

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

## **C.5 Groove Cleaning**

### **C.5.1 Concrete**

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

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

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

Groove pavement 5 or more days after paving.

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

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

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

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

## **C.6 Tape Application**

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

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

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

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

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

#### **D Measurement**

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

#### **E Payment**

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

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

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.  
646-022 (20120615)

### **25. Install Conduit Into Existing Item, Item 652.0700.S.**

#### **A Description**

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, or other structure.

## **B Materials**

Use nine rigid nonmetallic schedule 40 2-inch conduits, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

## **C Construction**

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for the entering conduit(s) at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

## **D Measurement**

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	Each

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

652-070 (20100709)

## **26. Electrical Service Meter Breaker Pedestal Westward Drive, Item 656.0200.001; Albert Street Roundabout, Item 656.0200.002; Spring Street Roundabout, Item 656.0200.003.**

*Append standard spec 656.3.4 with the following:*

Notify the City of Racine that it is their responsibility to arrange the electrical service installation.

Electrical utility company service installation and energy cost will be billed to and paid for by the City of Racine.

Install the cabinet base and meter breaker pedestal first, so the electrical utility company can install the service lateral. Finish grade the service trench and replace topsoil that is lost or contaminated with other materials. For any disturbed areas outside of the project

restoration limits, fertilize and sod all areas that are disturbed by the electrical utility company.

**27. Temporary Traffic Signals for Intersections (STH 38 (Northwestern) and High Street and STH 38 (Northwestern) and Spring Street).**

This work is in accordance to standard spec 661 except as hereinafter modified:

Furnish and install temporary signals, lighting and video detection as shown on the plans and in accordance to standard spec 659.

End operation of the STH 38 (Northwestern) and Spring Street temporary traffic signal after completion of Stage 2. Install temporary yield signs on all approaches to the intersection for use during Stage 2b.

Do not reuse existing traffic signal equipment or traffic signal controller cabinets for temporary traffic signal installation.

**28. Modular Pavement Support, Item SPV.0025.001.**

**A Description**

This special provision describes furnishing and installing Modular Pavement Support.

**B Materials**

Silva Cell Modular Pavement Supports are products of Deep Root Green Infrastructure, LLC, at:

530 Washington Street  
San Francisco, CA 94111  
[info@deeproot.com](mailto:info@deeproot.com)  
Phone: (800) 458-7668  
Fax: (415) 781-0191

**C Construction**

Conform all submittals, preparation, mock-ups, testing, sequencing, scheduling, quality assurance, layout and elevation control, permits and code compliance, delivery, storage and handling, project projections, inspections and meetings to manufacturer's written specifications.

Provide all materials in accordance to manufacturer's written specifications.

Construct all installations in accordance to manufacturer's written specifications.

Do not install permanent irrigation as part of this system.

Root barriers, geogrid, anchors, ties and all other materials outlined in manufacturer's written specifications are considered incidental to this item.

Place Planting Mixture in accordance to the bid item Planting Mixture.

Place Geotextile, Type DF in accordance to the bid item Geotextile, Type DF.

#### **D Measurement**

The department will measure Modular Pavement Support in volume by the cubic 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.0025.001	Modular Pavement Support	CF

Payment is full compensation for excavating, site preparation, and disposing of surplus materials; and for furnishing all incidental materials including root barriers, geogrid, cell decks, frames, zip ties, and spikes. The department will pay for Geotextile Type DF, Planting Mixture, Base Aggregate Dense and Shredded Hardwood Bark Mulch separately.

### **29. Planting Mixture, Item SPV.0035.001.**

#### **A Description**

This special provision describes furnishing and installing Planting Mixture at the locations shown on the plans and in accordance to the applicable sections of standard spec 632, as shown in the plans, and as hereinafter provided.

#### **B Materials**

##### **B.1 Planting Mixture**

Provide Planting Mixture consisting of the following blend by volume:

- 2 parts topsoil conforming to standard spec 625.
- 1 part sand conforming to the gradation in standard spec 290.2.2.
- 1 part compost. Provide compost that is either well-rotted shredded leaf mulch, free of disease; or well-rotted, unleached, stable or cattle manure containing no more than 25 percent by volume of straw, sawdust, or other bedding materials and free of toxic substances. Provide compost free of stones, sticks, soil, weed seeds, debris, and other material harmful to plant growth.
- 1 part peat moss conforming to standard spec 632.

##### **B.2 Mixture Characteristics**

- Final pH of 6.0-7.2

#### **C Construction**

##### **C.1 Coordination**

Deliver Planting Mixture to project site and install within seven days of delivery. Coordinate and schedule the delivery and installation of the Planting Mixture with the delivery and installation of all landscape plant materials.

## **C.2 Planting Mixture Preparation and Placement**

Provide a list of all materials used in Planting Mixture including manufacturers or suppliers (source) and quantities to the engineer.

Remove construction materials, stone, or other debris larger than 2" in length or diameter, debris, slag piles and trash from areas receiving Planting Mixture.

Till or disc subgrades to loosen and de-compact. Obtain the engineer's approval of subgrade preparation including depth excavated, removal of trash materials, and loosening of subgrades before placing any Planting Mixture.

Provide Planting Mixture over entire planting bed area and fine grade to match grades as indicated on plans or to adjacent back of curb or other hardscape surface as indicated on plans, accounting for settling. Place Planting Mixture in 6-inch to 8-inch lifts, watering or tamping to reduce settling potential. Place 24" min. depth for trees, shrubs and perennials unless noted otherwise in plans or details.

## **D Measurement**

The department will measure Planting Mixture in volume by the cubic yard, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Planting Mixture	CY

Payment is full compensation for excavating, site preparation, and disposing of surplus materials; and for furnishing and installing all incidental materials including sand, compost and peat moss.

## **30. Backfill Slurry, Item SPV.0035.002.**

### **A Description**

Furnish and place slurry backfill in accordance to the pertinent requirements of standard spec 209 except as hereinafter modified, and as shown on the plans.

### **B Materials**

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

### **C Construction**

Prior to placement of slurry backfill, provide for positive drainage of the area to be backfilled. Discharge from the truck in a manner to prevent segregation. Completely fill excavation in a single operation. Consolidation or compaction effort will not be required. Allow twelve hours to elapse before paving over the backfill.

#### **D Measurement**

The department will measure Backfill Slurry in volume by the cubic yard of material, acceptably completed. Such volume will be computed from dimensions of the area to be backfilled as shown in the plans. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate methods.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.002	Backfill Slurry	CY

Payment is full compensation for providing positive drainage of area backfilled and for furnishing and placing slurry.

### **31. 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.

*Add the following to standard spec 632.2.1:*

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.

*Add the following to standard spec 632.2.8:*

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.

*Add the following to standard spec 632.2.3.4:*

Submit planting mixture for review and approval by the engineer before use on project. The engineer reserves the right to reject planting mixture that does not conform to the specifications and/or does not come with the appropriate material certificates. The engineer may require the contractor to take samples (for USDA soil texture classification, pH, % organic matter, nutrient content, cation exchange capacity, soluble salts, and the presence of any materials deleterious to plant growth) and provide testing through a qualified testing laboratory approved by the State of Wisconsin to confirm that topsoil meets the requirements outlined in standard spec 625.



*Delete standard spec 632.2.4.2 and replace with the following:*

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.

For shrubs: Use a minimum of two units and provide one unit per 12 inches of plant height or spread.

For perennials: Use a single unit per plant.

*Delete standard spec 632.2.6 and replace with 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 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. Shredded hardwood bark mulch is considered incidental to the bid item.

*Delete standard spec 632.2.7 and replace with the following:*

Do not use wrapping on plant material.

*Delete standard spec 632.2.9 and replace with the following:*

Provide rodent protection for 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 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.

Use granular or similar rodent bait for shrub and perennial beds as needed and only as approved by the engineer.

*Delete standard spec 632.2.10, subsection (2) and replace with the following:*

Use 18" long soft polymer webbing strap with grommets at end of the two ends to secure wire or twine to tree. Supply source of webbing straps to the engineer. All sources will be subject to verification and approval by the engineer.

Provide tree stabilization for all trees:

- Planted as Bare-Root condition;
- Planted on slopes greater than 4:1;
- Planted in areas prone to high winds;
- Planted in areas prone to flooding or with seasonally saturated soils;
- At the discretion of the landscape contractor to ensure viable, healthy plantings;
- At the discretion of the engineer.

*Delete standard spec 632.3.1, subsection (1) and replace with the following:*

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. Ensure the planting of evergreen trees and shrubs, and perennials in the fall is completed by October 15. 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.

*Add the following to standard spec 632.3.1:*

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.

*Delete standard spec 632.3.3 and replace with the following:*

Stake out locations of all plant holes and obtain approval of staked location from the engineer and/or City of Racine Forestry Department before planting.

*Add the following to standard spec 632.3.4:*

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.

*Add the following to standard spec 632.3.7:*

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.

*Delete standard spec 632.3.18.1.1 and replace with the following:*

The plant establishment period for this contract is two growing seasons, beginning at the date of substantial completion as established by the engineer and ending at the end of the established care cycles, no less than two growing seasons later.

*Delete standard spec 632.3.18.1.1 and replace with the following:*

The plant establishment period for this contract is two growing seasons, beginning at the date of substantial completion as established by the engineer and ending at the end of the established care cycles, no less than two growing seasons later.

*Delete standard spec 632.3.18.1.3.*

*Add the following to standard spec 632.3.19.1:*

Remove all staking, bracing wire material, and other plant stabilization material at the end of the required establishment period.

Remove all rodent protection measures at the end of the required establishment period.

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

Perform a complete and thorough spring clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Perform spring clean-out during the first care cycle of the year (between April 15 and May 1) or as soon as weather and growing season conditions permit. Do not perform spring clean-out until the ground is no longer saturated from the spring thaw; walking on saturated soil will result in compaction. Spring clean-out includes removal of past-season herbaceous material that was left standing over winter, cutting back ornamental grasses to within 3-inches of the mulched surface, removing any material damaged over the winter by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

Perform a complete and thorough fall clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Perform fall clean-out during the last care cycle of the year (between October 15 and October 31). Do not perform fall clean-out if the soil is saturated from rain events and wait until the soil moisture levels have gone down before performing the final bed clean-out. Fall clean-out includes coordination with the individual municipality's Forester or Parks Manager to determine which herbaceous perennial and ornamental grass material to leave standing through the winter and which to cut back to the ground, removing any material damaged during the growing season by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

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 and coordinate directly with the municipality to ensure that the plant material is not being overwatered or under-watered. The contractor will remain solely responsible for plant health and watering maintenance even in the event of irrigation system installation.

Re-mulching and re-cutting shovel cut edge 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 all planting beds and tree rings and re-cutting and mulching shovel cut edge will not be granted.

32. Perennials, Calaminth, 'Montrose White', CONT., 1 Gal., Item SPV.0060.001; Coneflower, Purple 'Magnus', CONT., 1 Gal, Item SPV.0060.002; Feather Reed Grass, 'Karl Foerster', CONT., 1 Gal., Item SPV.0060.003; Gayfeather, Spiked 'Floristan White', CONT., 1 Gal, Item SPV.0060.004; Hyssop, Anise 'Blue Fortune', CONT., 1 Gal, Item SPV.0060.005; Iris, Siberian 'Caesar's Brother', CONT., 1 Gal, Item SPV.0060.006; Little Bluestem, 'The Blues', CONT., 1 Gal., Item SPV.0060.007; Maidenhair Grass, 'Morning Light', CONT., 1 Gal., Item SPV.0060.008; Narrow Leaf Blue Star, 'Halfway to Arkansas', CONT., 1 Gal, Item SPV.0060.009; Ornamental Chive, 'Summer Beauty', CONT., 1 Gal, Item SPV.0060.010; Prairie Dropseed, 'Tara', CONT., 1 Gal, Item SPV.0060.011; Russian Sage, 'Little Spire', CONT., 1 Gal., Item SPV.0060.012; Sedum, 'Autumn Joy', CONT., 1 Gal, Item SPV.0060.013; Sedge, Fox, CONT., 1 Gal., Item SPV.0060.014; Sage, 'May Night', CONT., 1 Gal., SPV.0060.015.

#### **A Description**

This special provision describes furnishing and installing Perennials in accordance to the applicable sections of standard spec 632, as shown on the plans, and as hereinafter provided.

#### **B Materials**

Provide Perennial (plant) complying with American Standard for Nursery Stock (ANSI Z60.1-2004) for type, shape, and height.

Provide plants 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.

#### **C Construction**

Lay out location of plantings for approval by the engineer and/or City of Racine Forestry Department.

Place Planting Mixture in accordance to the bid item Planting Mixture.

Compact the bottom of the hole to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. Place the bottom of the root ball directly on the bottom of the hole.

#### **D Measurement**

The department will measure Perennials (plant) as each individual perennial, 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.0060.001	Perennials, Calamint, 'Montrose White', CONT., 1 Gal.	Each
SPV.0060.002	Perennials, Coneflower, Purple 'Magnus', CONT., 1 Gal.	Each
SPV.0060.003	Perennials, Feather Reed Grass, 'Karl Foerster', CONT., 1 Gal.	Each
SPV.0060.004	Perennials, Gayfeather, Spiked 'Floristan White', CONT., 1 Gal.	Each
SPV.0060.005	Perennials, Hyssop, Anise 'Blue Fortune', CONT., 1 Gal.	Each
SPV.0060.006	Perennials, Iris, Siberian 'Caesar's Brother', CONT., 1 Gal.	Each
SPV.0060.007	Perennials, Little Bluestem, 'The Blues', CONT., 1 Gal.	Each
SPV.0060.008	Perennials, Maidenhair Grass, 'Morning Light', CONT., 1 Gal.	Each
SPV.0060.009	Perennials, Narrow Leaf Blue Star, 'Halfway to Arkansas', CONT., 1 Gal.	Each
SPV.0060.010	Perennials, Ornamental Chive, 'Summer Beauty', CONT., 1 Gal.	Each
SPV.0060.011	Perennials, Prairie Dropseed, 'Tara', CONT., 1 Gal.	Each
SPV.0060.012	Perennials, Russian Sage, 'Little Spire', CONT., 1 Gal.	Each
SPV.0060.013	Perennials, Sedum, 'Autumn Joy', CONT., 1 Gal.	Each
SPV.0060.014	Perennials, Sedge, Fox, CONT., 1 Gal.	Each
SPV.0060.015	Perennials, Sage, 'May Night', CONT., 1 Gal.	Each

Payment is full compensation for providing, transporting, handling, storing, pruning, placing, and replacing plant materials; for laying out plantings and excavating all plant holes, salvaging topsoil, mixing, and backfilling; for providing and applying all required fertilizer, water, rodent protection, herbicides and anti-desiccant spray; for disposing of all excess and waste materials; and for furnishing all incidentals necessary to complete the contract work except that the department will pay for Planting Mixture and Shredded Hardwood Bark Mulch separately.

**33. Park Bench, Item SPV.0060.016.****A Description**

This special provision describes the furnishing and installation of Landscape Forms, Inc.–Plainwell Bench, 72 inch, Ipe wood seat with end and center arm rests, black powdercoat as described by the manufacturer

**B Materials**

Plainwell Bench . 72 inch are products of Landscape Forms Inc. at:  
 431 Lawndale Ave.  
 Kalamazoo, MI 49048  
 Phone: (800) 430-6209  
 Fax: (269) 381-3455

**C Construction**

Anchor park bench to paving base with anchor bolts per manufacturer's recommendations.

**D Measurement**

The department will measure Park Bench as each individual park bench 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.0060.016	Park Bench	Each

Payment is full compensation for furnishing and installing all material for installation of the Park Bench per manufacturer's instructions.

**34. Trash Receptacle, Item SPV.0060.017.****A Description**

This special provision describes the furnishing and installation of Victor Stanley-Ironsites Series, Model SD-42 Trash Receptacle with steel dome, black powdercoat as described by the manufacturer.

**B Materials**

Ironsites, Model SD-42 Trash Receptacle with steel dome available from:

Victor Stanley, Inc.  
P.O. Box 330  
Dunkirk, Maryland 20754  
Phone: (800) 368-2573  
Fax: (410) 855-8300

**C Construction**

Anchor trash receptacle to paving base with anchor bolt per manufacturer's recommendations.

**D Measurement**

The department will measure Trash Receptacle as each individual trash receptacle 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.0060.017	Trash Receptacle	Each

Payment is full compensation for furnishing and installing all materials.

### **35. Granite Blocks, Item SPV.0060.018.**

#### **A Description**

This special provision describes furnishing and installing Granite Blocks at the locations shown on the plans and as hereinafter provided.

#### **B Materials**

Provide Granite Blocks having the following characteristics:

Type: Solid granite.

Color: Mesabi Black, or approved equal.

Shape: Per working drawings.

Size: Per working drawings

Finish: Thermal finish (top and bottom);

Split-Face finish (sides).

\*\*Note that the top surface of each stone shall have a 1/2" bevel.

#### **C Construction**

The contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work, all shop drawings, product data and samples required by this special provision.

By approving and submitting shop drawings, product data and samples, the contractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the special provisions.

The contractor shall not be relieved of responsibility for any deviation from the requirements of the special provisions by the engineer's approval of shop drawings, product data or samples unless the contractor has given written approval to the specific deviation. The contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the engineer's approval thereof.

The contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the engineer on previous submittals.

No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the engineer.

Contractors shall submit six 11" x 17" prints of all shop and setting drawings every time a submission is made until final approval is received.



Drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the contractor as evidence that the drawings have been checked by the contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the contractor for resubmission.

Granite samples shall be of sufficient size to clearly illustrate full range of color, texture and pattern. Granite Blocks shall be dark black in color (Mesabi Black by Coldspring Granite, or approved equal), with finishes outlined in this section.

**Submittal Schedule:**

<u>Work Element</u>	<u>Submittal Required</u>
Granite Blocks	Shop Drawings
Granite color (Mesabi)	Samples
Granite finishing (Thermal and Split Face)	Samples

Cut, shape and finish granite blocks off-site. Chipped and fractured stones will be rejected. Stones with damage to finished surfaces will be rejected.

**D Measurement**

The department will measure Granite Blocks in tons, 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.0060.018	Granite Blocks	Each

Payment is full compensation for providing, transporting, handling, storing, and sorting of granite blocks; for excavating, staking, placing and backfilling; for repairing areas disturbed by placement of granite blocks; and for disposing of all excess and waste materials.

**36. Temporary Crosswalk/Sidewalk, Item SPV.0060.019.**

**A Description**

This special provision describes maintaining accessible crosswalks/sidewalks crossing the construction zone. Maintaining accessible crosswalks/sidewalks consists of maintaining a crosswalk/sidewalk on existing pavement, new pavement, or temporary surface material.

**B Materials**

Furnish a hard temporary surface material consisting of asphaltic surface temporary in accordance to standard spec 465, any grade of concrete, skid resistant steel plating, or alternative material meeting the requirement of the current Americans with Disabilities Act Guidelines (ADAAG), as approved by the engineer. Gravel or base course material is not acceptable. Furnish safety fence in accordance to the following requirements:

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

Furnish fence fabric meeting the following requirements:

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

### **C Construction**

Install, maintain, move, and remove temporary surface material at temporary crosswalk/sidewalk locations as shown on the plans and as directed by the engineer. Level and compact the surface prior to placing temporary surface material. Provide a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the engineer; meeting the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). Reconstruct or relay temporary crosswalk/sidewalk when disturbed by construction operations or utility trenches.

### **D Measurement**

The department will measure Temporary Crosswalk/Sidewalk by each crosswalk, acceptably completed. The measured quantity will equal the number of crosswalk/sidewalks through the work area, as shown on the traffic control plans, open to pedestrian traffic. A crosswalk is defined as an accessible crossing of a single leg of an intersection. A sidewalk is defined as an accessible path between two intersections. A crossing of a street with an island within the route will be considered a single crosswalk.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.019	Temporary Crosswalk/Sidewalk	Each

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

**37. Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 1, Item SPV.0060.020; Arrows Type 2, Item SPV.0060.021; Arrows Type 2R, Item SPV.0060.022; Arrows Type 3, Item SPV.0060.023; Arrows Type 3R, Item SPV.0060.024; Words, Item SPV.0060.025; Yield Line 18-Inch, Item SPV.0060.026.**

**A Description**

This special provision describes grooving the pavement surface, and furnishing and installing contrast preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

**B Materials**

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

**C Construction**

**C.1 General**

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

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

**C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$ 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

**C.3 Groove Width—Linear Markings**

Cut the groove 1-inch wider than the width of the thermoplastic.

**C.4 Groove Position**

Position the groove edge in accordance to the plan details.

**C.4.1 Linear Marking**

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

#### **C.4.2 Special Marking**

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

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

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

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

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

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

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

### **C.6 Preformed Thermoplastic Application**

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive—the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

### **D Measurement**

The department will measure Pavement Marking Contrast Grooved Preformed Thermoplastic (Type) (Size) by each 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.0060.020	Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 1	Each
SPV.0060.021	Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 2	Each
SPV.0060.022	Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 2R	Each
SPV.0060.023	Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 3	Each
SPV.0060.024	Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 3R	Each
SPV.0060.025	Pavement Marking Contrast Grooved Preformed Thermoplastic Words	Each
SPV.0060.026	Pavement Marking Contrast Grooved Preformed Thermoplastic Yield Line 18-Inch	Each

Payment is full compensation for cleaning and preparing the pavement surface, furnishing and installing the material.

### **38. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2, Item SPV.0060.027; Arrows Type 3, Item SPV.0060.028; Arrows Bike Lane, Item SPV.0060.029; Symbols Bike Lane, Item SPV.0060.030; Words, Item SPV.0060.031.**

#### **A Description**

This special provision describes grooving the pavement surface, and furnishing and installing preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

#### **B Materials**

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

#### **C Construction**

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

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

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

## **C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$ 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

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

Cut the groove 1-inch wider than the width of the thermoplastic.

## **C.4 Groove Position**

Position the groove edge in accordance to the plan details.

### **C.4.1 Linear Marking**

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

### **C.4.2 Special Marking**

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

## **C.5 Groove Cleaning**

### **C.5.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

### **C.5.2 Asphalt**

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

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

### **C.6 Preformed Thermoplastic Application**

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive—the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

### **D Measurement**

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Type) by each 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.0060.027	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2	Each
SPV.0060.028	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 3	Each
SPV.0060.029	Pavement Marking Grooved Preformed Thermoplastic Arrows Bike Lane	Each
SPV.0060.030	Pavement Marking Grooved Preformed Thermoplastic Symbols Bike Lane	Each
SPV.0060.031	Pavement Marking Grooved Preformed Thermoplastic Words	Each

Payment is full compensation for cleaning and preparing the pavement surface, furnishing and installing the material.

## **39. Relocating Existing Traffic Signal Pole, Item SPV.0060.032.**

### **A Description**

This work consists of removing, storing, and protecting existing traffic signal poles, and installing them on new concrete bases in accordance to the plans and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

Perform all work in accordance to standard spec 651 and 658.

Perform a field review of existing signal equipment with Ara Molitor, City of Racine, (262) 636-9487, for condition of equipment prior to removal. Notify the city of any damaged or non-operating equipment.

Disconnect the wiring splices in the transformer base, remove traffic signal poles, pedestal/transformer bases, and all hardware and install them on proposed concrete bases. If the equipment is not reinstalled the same day, store all materials removed in a safe and secure location as directed by the engineer. Protect from theft and damage.

Contact Ara Molitor to coordinate a post-storage inspection of all equipment to be reinstalled. All equipment that is determined to have been damaged during storage shall be replaced in kind at the contractor's expense.

Reinstall traffic signal pole assemblies on the new concrete bases. Connect the wire and splices in the pedestal/transformer bases. Traffic signal cable from the cabinet to the base will be paid for under a separate bid item.

### **D Measurement**

The department will measure Relocating Existing Traffic Signal Pole as each individual relocated existing signal pole, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.032	Relocating Existing Traffic Signal Pole	Each

Payment is full compensation for removing, storing, and reinstalling signal poles, furnishing and installing materials including; conduit and fittings and any additional required mounting hardware; for disposal of surplus materials, drilling holes, storing and protecting equipment, and for making all connections; and for corresponding with the owner.

## **40. Remove Existing Traffic Signal Face, Item SPV.0060.033.**

### **A Description**

This work consists of the removing traffic signal faces in accordance to the plans and as hereinafter provided.

### **B (Vacant)**



### **C Construction**

Perform all work in accordance to standard specs 651 and 658.

Contact Ara Molitor, City of Racine, (262) 636-9487, at least 7 working days prior to the removal of the traffic signal faces.

Perform a field review of existing equipment with Ara Molitor for condition of equipment prior to removal. The city will identify all items to be removed and salvaged or disposed. Coordinate the delivery of any salvaged items with Ara Molitor.

Disconnect the wiring splices in the transformer/pedestal bases, remove traffic signal heads, traffic signal cable, and all hardware. Seal and plug any remaining holes in the poles by an approved method.

Properly dispose of any equipment that the department does not want salvaged.

### **D Measurement**

The department will measure Remove Existing Traffic Signal Face by each individual pole location, acceptably completed. Up to three signal faces on each pole will be considered a single unit. Traffic signal faces in excess of three will constitute multiple units of payment.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.033	Relocate Existing Traffic Signal Face	Each

Payment is full compensation for removing, salvaging, and delivering traffic signal faces; removing wiring and all hardware; for sealing and plugging; for disposal of material; and for corresponding with owner.

## **41. Luminaires Utility LED 139 Watts, Item SPV.0060.034.**

### **A Description**

Perform work in accordance to the applicable provisions of standard spec 659 and as detailed on the plans.

### **B Material**

Furnish light fixture with LED lamping.

Fixture shall be equipped with full cutoff, Type II segmented optics as shown on the plans.

LED lamping shall have a color temperature rating of 5700 degrees Kelvin;  $\pm 400K$ .

LED driver shall have an operating temperature rating of -40 °F to 105 °F.

Fixture shall be LEDway Street Light model STR-LWY-2M-HT-08-E-UL-SV-525 as manufactured by BetaLED, or equal.

Provide mounting hardware as required to mount LED light fixture on light pole arms. All mounting hardware shall be stainless steel.

**C (Vacant)**

**D Measurement**

The department will measure Luminaires Utility LED 139 Watts 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.0060.034	Luminaire Utility LED 139 Watts	Each

Payment is full compensation according to standard spec 659.5.

**42. Luminaires Utility LED 68 Watts, Item SPV.0060.035.**

**A Description**

Perform work in accordance to the applicable provisions of standard spec 659 and as detailed on the plans.

**B Material**

Furnish light fixture with LED lamping.

Fixture shall be equipped with full cutoff, Type II segmented optics as shown on the plans.

LED lamping shall have a color temperature rating of 5700 degrees Kelvin;  $\pm 400K$ .

LED driver shall have an operating temperature rating of -40 °F to 105 °F.

Fixture shall be LEDway Street Light model STR-LWY-2M-HT-04-E-UL-SV-525 as manufactured by BetaLED, or equal.

Provide mounting hardware as required to mount LED light fixture on light pole arms. All mounting hardware shall be stainless steel.

**C (Vacant)**

**D Measurement**

The department will measure Luminaires Utility LED 68 Watts 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.0060.035	Luminaire Utility LED 68 Watts	Each

Payment will be in accordance to standard spec 659.5.

**43. Concrete Bases Type A, Item SPV.0060.036.****A Description**

This special provision describes furnishing and installing concrete bases in the locations shown in the plans.

**B Materials**

The concrete base provided under this bid item shall be the similar in design to the department standard type 5 concrete base with the following modifications, as shown in the plans:

- Base shall be 24 inches in diameter instead of 20 inches in diameter.
- Bolt circle shall be 12 inches diamond pattern.
- Anchor bolts shall be 1" dia. x 36" + 4" L L-type with 4 1/2" bolt projection.
- Reinforcing bars shall be as detailed on the plans.

**C Construction**

Construct concrete base according to standard spec 654.

**D Measurement**

The department will measure Concrete Bases Type A 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.0060.036	Concrete Bases Type A	Each

Payment is full compensation for providing and installing all materials necessary to completely construct the concrete bases.

**44. Concrete Bases Type B, Item SPV.0060.037.****A Description**

This special provision describes furnishing and installing concrete bases in the locations shown in the plans.

**B Materials**

The concrete base provided under this bid item shall be the similar in design to the department standard type 5 concrete base with the following modifications, as shown in the plans:

- Base shall be 24 inches Square instead of 20 inches in diameter.
- Anchor bolts shall be  $\frac{3}{4}$ " dia. x 18" + 3" L L-type.
- Bolt circle shall be 15 inches in diameter.
- Vertical reinforcement shall be as indicated on the plans.

**C Construction**

Construct concrete base according to standard spec 654.

**D Measurement**

The department will measure Concrete Bases Type B as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.037	Concrete Bases Type B	Each

Payment is full compensation for providing and installing all materials necessary to completely construct the concrete bases.

**45. Concrete Bases Type C, Item SPV.0060.038.****A Description**

This special provision describes furnishing and installing concrete bases in the locations shown in the plans.

**B Materials**

The concrete base provided under this bid item shall be the similar in design to the department standard type 5 concrete base with the following modifications, as shown in the plan:

- Anchor bolts shall be  $\frac{3}{4}$ " dia. x 18" + 3" L L-type with 2" bolt projection.
- Bolt circle shall be 12 inches diameter.

**C Construction**

Construct concrete base according to standard spec 654.

**D Measurement**

The department will measure Concrete Bases Type C 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.0060.038	Concrete Bases Type C	Each

Payment is full compensation for providing and installing all materials necessary to completely construct the concrete bases.

#### **46. Arm-Mounted Decorative Lighting Unit, Item SPV.0060.039.**

##### **A Description**

This special provision describes furnishing and installing decorative light poles, decorative base covers, decorative lights, decorative lighting arms, and appurtenances.

##### **B Materials**

Decorative lighting assembly shall be as shown on the plans and as specified herein. The decorative lighting assembly including decorative arm shall be as manufactured by Holophane Lighting, Inc., Model DS210-928A260MOD-P9(3X9)(2)HHBK; WLC72/1CABKH; RFD167163; ESL1505KASSB4;WLLF/200-CA/BK. Fixture voltage and accessories shall be coordinated with the City of Racine's personnel. Holophane Lighting is locally represented by Bob Beno at (262) 783-4100. Holophane Luminaire: Esplanade Utility Teardrop LED, 150 watt system, 5K, AutoSensing, 120-277 Volt, Black Finish, Asymmetric Full Teardrop Type Prismatic Glass. Pole\Arm: Round Tapered nominal 26 feet steel pole, modified to mate with owner supplied decorative clamshell base cover. 3" dia. X 9" tall post-top tenon, (2) hand holes with covers, West Liberty 72" roadway arm with pendant adaptor for single luminaire, West Liberty decorative cast aluminum, black leveling arm fitter with 2" slip-fit connection. All finishes shall be standard Holophane black. Install decorative clamshell base provided by City of Racine.

##### **C Construction**

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

##### **D Measurement**

The department will measure Arm-Mounted Decorative Lighting Unit as each individual unit, acceptably completed.

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.039	Arm-Mounted Decorative Lighting Unit	Each

Payment is full compensation for providing and installing all materials including hardware, fittings, mounting devices, and attachments necessary to completely install the decorative lighting assembly.

#### **47. Twin Decorative Lighting Unit, Item SPV.0060.040.**

##### **A Description**

This special provision describes furnishing and installing decorative light poles, decorative base covers, decorative lights, decorative lighting arms, and appurtenances.

##### **B Materials**

Decorative lighting assembly shall be as shown on the plans and as specified herein. The pole top decorative lighting assembly shall be as manufactured by Holophane Lighting, Inc. Model GVD405KASMB3RSG; SL5FW182200D1P3T-SPCL; OMWB-SL-D1; GOLD BALL FINIAL; RFD50143. Fixture voltage and accessories shall be coordinated with the City of Racine's personnel. Holophane Lighting is locally represented by Bob Beno at (262) 783-4100. Twin Luminaires: Granville II Classic Utility 40 watt 5K LED with 215ma driver, Auto Sensing voltage 120-277 Volt. Black finish. IES Type III Distribution Glass Globe. Ribs, Bands and Standard Finial in Gold finish. Pole\Arms\Base: SiteLink Aluminum Pole, Fort Washington 18" square base with access door, 22 feet, 9-inch high assembly, 5 1/4 inch diameter shaft 0.25 inch wall thickness, 3 x 3 Tenon, Ohio Series One Way Wall Mount Brackets (2), Cast Aluminum Gold Ball Finial, Powder Coat Black Semi-gloss Paint.

##### **C Construction**

The lighting unit shall be assembled and installed per the manufacturer's instructions. Install unit with proper luminaire orientation and as indicated on the plans. The lights on each pole shall be oriented such that the luminaire optics for both lights are aimed toward the roadway side of each lighting assembly.

##### **D Measurement**

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

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.040	Twin Decorative Lighting Unit	Each

Payment is full compensation for providing and installing all materials including hardware, fittings, mounting devices, and attachments necessary to completely install the decorative lighting assembly.

#### **48. Post Top Decorative Lighting Unit, Item SPV.0060.041.**

##### **A Description**

This special provision describes furnishing and installing decorative light poles, decorative base covers, decorative lights, decorative lighting arms, and appurtenances.

**B Materials**

Decorative lighting assembly shall be as shown in the plans and as specified herein. The pole top decorative lighting assembly shall be as manufactured by Holophane Lighting, Inc. Model GVD405KASMB3NSB; NYA12S5J17P07ABGBK. Fixture voltage and accessories shall be coordinated with the City of Racine's personnel. Holophane Lighting is locally represented by Bob Beno at (262) 783-4100. Luminaire: Granville II Classic Utility 40 watt 5K LED with 215ma driver, Auto Sensing voltage 120-277 Volt. Black finish. IES Type III Distribution Glass Globe. Standard Finial in Black finish. Pole/Base: North Yorkshire Aluminum Pole, 17 inch round base with access door, 12 feet tall, 5 inch diameter, smooth, 0.25 inch wall thickness, 3 x 3 Tenon, Powder Coat Black Paint.

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.041	Post Top Decorative Lighting Unit	Each

Payment is full compensation for providing and installing all materials including hardware, fittings, mounting devices, and attachments necessary to completely install the decorative lighting assembly.

**49. Relocating Existing Lighting Unit, Item SPV.0060.042.****A Description**

This special provision describes relocating existing light poles and attached fixtures from their concrete bases and reinstalling them onto new concrete bases as shown on the plans and as hereinafter provided.

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

Remove, handle, store, and transport existing lighting units in a manner that prevents damage to them. If the contractor damages the lighting units through their own operations then the contractor shall replace them at no expense to the department.

**D Measurement**

The department will measure Relocating Existing Lighting Unit as each individual relocating existing lighting 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.0060.042	Relocating Existing Lighting Unit	Each

Payment is full compensation for relocating light poles; including all fixtures; for furnishing all required modifications to existing wire and conduit as shown on the plans; for furnishing all excavating, backfilling, stockpiling, disposing of surplus material and for cleaning out and restoring the work site.

**50. Removing Distribution Centers, Item SPV.0060.044.****A Description**

This work shall consist of removing lighting cabinets, electric services, and the distribution center concrete base.

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

Coordinate with the City Electrician at (262) 636-9129 for the permanent removal of its service lateral. Return cabinets and contents to the City of Racine, 730 Washington Avenue, Racine, WI 53403. Utility disconnection fees, if any, will be paid by the City of Racine.

**D Measurement**

The department will measure Removing Distribution Centers by each removed 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.0060.044	Removing Distribution Centers	Each

Payment is full compensation for removing, hauling, and properly disposing of materials.

**51. Adjust Sanitary Sewer Manhole, Item SPV.0060.045.****A Description**

This special provision describes work required to adjust sanitary sewer manholes as shown in the plans and in accordance to standard spec 611.

**B Materials**

The contractor shall provide pre-cast concrete rings. Trowelable mastic shall be installed between the manhole frame and cast iron rings.



**C Construction**

Adjust manholes by raising or lowering structures. Structures adjusted in pavement shall be raised to within 1/4-inch of finished pavement grades.

**D Measurement**

The department will measure Adjust Sanitary Sewer Manhole by each individual manhole adjustment, 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.0060.045	Adjust Sanitary Sewer Manhole	Each

Payment is full compensation for adjusting manholes to finish grade; and for furnishing and placing all materials required for adjusting manholes.

**52. Historic Plaque Frame, Item SPV.0060.46.****A Description**

Under this special provision for Historic Plaque Frame, supply and install aluminum Historic Plaque Frame in the locations and manner specified on the plans or as directed by the engineer. Work includes the sign frame and frame support fabrication, excavation, backfill, concrete footings, installation, welding, fittings, any necessary adjustments and site rehabilitation. The actual Historic Plaque/artwork is not included and will be provided by others.

**B Materials**

This item shall include all necessary materials and fittings for the fabrication and Installation of the Historic Plaque Frame. The Historic Plaque Frame shall be as Manufactured by GS Images, P.O. Box 1288, 355 South Potomac Street, Hagerstown, Maryland, 21741-1288, Phone (301) 791-6920 / (800) 223-6920, Fax (301) 733-5379 or Best Exhibits, 820 Industrial Court, Baraboo, Wisconsin 53913, Phone (877) 867-6884 / (800) 356-4882, Fax (608) 356-4883, Email: [Info@best-exfab.com](mailto:Info@best-exfab.com) or approved equal. All aluminum materials to be welded and painted. Color to be manufacturer's standard powder coated finish in black.

**C Construction**

The manufacturer shall provide shop drawings for the plaque frame and method of embedded plaque installation. The Historic Plaque shall be assembled and installed in accordance to the manufacturer's recommendations and as shown in the plans or as directed by the engineer.

**D Measurement**

The department will measure Historic Plaque Frame 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.0060.046	Historic Plaque Frame	Each

Payment is full compensation for furnishing all materials, labor, tools, equipment, appurtenances required to fabricate, assemble and install each unit, including excavation, construction, backfill, grading, and incidentals necessary to complete this item of work.

## **53. Fine Fescue Seed, Item SPV.0085.001.**

### **A Description**

This special provision describes furnishing and installing Fine Fescue Seed at the locations shown on the plans and as hereinafter provided.

### **B.1 Materials**

Provide Fine Fescue Seed of the following composition (plus or minus 1 percent per variety) with species composed of Pure Live Seed (PLS) with no named or improved varieties unless specifically listed below:

- Longfellow Chewings Fescue—24 percent
- Sheep Fescue—23 percent
- Chariot Hard Fescue—12 percent
- Shoreline Slender Creeping Red Fescue—12 percent
- Navigator Creeping Red Fescue—13 percent
- Heron Hard Fescue—12 percent
- Gulf Annual Ryegrass—4 percent

Contractor shall provide seed blend to engineer for final review and approval and shall include, from seed vendor, certification of seed showing mix composition and a guarantee of germination and the following information: Scientific name of genus and species (subspecies and variety as necessary) and guarantee that seeds are true to species, bulk weight of seed, PLS, supplier lot identification, calendar year in which seed was collected, seed origin (geographical location), seed supplier contact information including company name, address, phone number, contact person's name and e-mail address.

### **C Construction**

Seeding shall occur between April 15 to June 1 or September 1 to October 15.

Topsoil will be provided under a separate bid item but contractor performing the seeding operations shall verify that sufficient topsoil has been provided both in terms of quality and quantity. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, stones larger than 2-inches in diameter, and/or any other construction refuse has been deposited within area to be seeded. If insufficient or contaminated topsoil is in place, notify engineer immediately and do not

begin any seeding operations until any and all unsatisfactory conditions have been corrected.

Remove any and all undesirable vegetation that has germinated in area to be seeded in a method that will not adversely affect the installation of new seed.

Scarify soils that have become compacted during construction operations. Ensure aerated subgrades to a minimum depth of 8 inches are present before proceeding with seeding operations.

Moisten prepared area before seeding if soil is dry. Water thoroughly and allow surface to dry before seeding. Do not create muddy soil.

No seeding shall occur on frozen ground or at temperatures lower than 32 degrees F.

Seed Fine Fescue Seed Blend using Method A or Method B as outlined in standard spec 630 at a rate of 7 lbs/1000 sq. ft., or as recommended by seed supplier and approved by engineer.

#### **D Measurement**

The department will measure Fine Fescue Seed by the pound, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.001	Fine Fescue Seed	LB

Payment is full compensation for providing, handling, and storing all seed; for providing the required culture and inoculating seed as specified and as needed; and for preparing the seed bed, sowing, covering and firming the seed; for furnishing and installing all materials.

### **54. Concrete Landscape Wall, Item SPV.0090.001.**

#### **A Description**

This special provision describes installing Concrete Landscape Wall at locations shown on the plans and as hereinafter provided.

#### **B Materials**

Conform concrete construction methods and materials to standard spec 501.

#### **C Construction**

Construct according to plans and construction details as shown in the plans.

Rubbed Finish: Immediately after removing the forms, form ties shall be broken back a minimum of three-quarters ( $\frac{3}{4}$ ) inch from the surface, honeycomb, voids, and other surface defects grouted. The surfaces shall then be thoroughly dampened and rubbed with a No. 16

carborundum stone or equal abrasive to create a uniform surface paste. The rubbing shall be continued to remove all form marks and surface irregularities producing a smooth, dense surface. After setting, the surface shall then be rubbed with a No. 30 carborundum stone until the surface is smooth in texture and uniform in color. Unless otherwise shown in the drawings only exposed surfaces shall have a rubbed finish.

**D Measurement**

The department will measure Concrete Landscape Wall in length by the linear foot measured at face of wall, 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.0090.001	Concrete Landscape Wall	LF

Payment is full compensation for delivering, constructing, and finishing concrete landscape wall and for furnishing all incidental materials related to its construction, including granular material, concrete, and rebar. The department will pay for Base Aggregate Dense and Geotextile, Type DF separately.

**55. Shovel Cut Edge, Item SPV.0090.002.**

**A Description**

This special provision describes installing Shovel Cut Edge at locations shown on the plans and as hereinafter provided.

**B (Vacant)**

**C Construction**

Shovel cut an edge around the perimeter of planting beds at locations shown on the plans. Manually, or machine cut, edge to a minimum depth of 6 inches and a width of 8 inches. Fill shovel cut edge with Shredded Hardwood Bark Mulch and finish approximately 2 inches below adjacent lawn grades. Tamp mulch lightly and add additional mulch, as necessary, so that the final level of the mulch, after compacting, is level with adjacent lawn grades.

**D Measurement**

The department will measure Shovel Cut Edge in length by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.002	Shovel Cut Edge	LF

Payment is full compensation for shovel cutting the edge around the perimeter of planting beds, except that Shredded Hardwood Bark Mulch will be paid separately.

**56. Pavement Marking Grooved Contrast Preformed Plastic Tape 8-Inch, Item SPV.0090.003, Tape 4-Inch, Item SPV.0090.004.**

**A Description**

This special provision describes furnishing, grooving, and installing contrast preformed plastic pavement marking tape as shown on the plans, in accordance to standard spec 646, and as hereinafter provided.

**B Materials**

Furnish grooved contrast preformed plastic pavement marking tape and adhesive material, if required, from the department's approved products list.

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

**C Construction**

**C.1 General**

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

Plane the grooved lines in accordance to details in the plan. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

**C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$ 10 mils from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

**C.3 Groove Width—Longitudinal Markings**

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

**C.4 Groove Position**

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

**C.5 Groove Cleaning**

**C.5.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the adhesive, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

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

Groove pavement 5 or more days after paving.

If opening to traffic an asphalt lane that is not grooved, place temporary pavement marking. For asphalt lanes not open to traffic, temporary pavement marking is not required.

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

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

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

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

## **C.6 Tape Application**

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

Apply the tape in the groove as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive, apply an adhesive with lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive—the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any adhesive from the preformed plastic approved products list in the remainder counties and for the remainder of the year.

The adhesive must be dry (feels tacky but is no longer in liquid form) and have a matte finish rather than a glossy wet appearance.

Tamp the contrast pavement marking tape with a tamper cart roller cut to fit the groove. Tamp three complete cycles with grooved modified equipment.

#### **D Measurement**

The department will measure Pavement Marking Grooved Contrast Preformed Plastic Tape (Width) in length by the linear foot of tape placed, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.003	Pavement Marking Grooved Contrast Preformed Plastic Tape 8-Inch	LF
SPV.0090.004	Pavement Marking Grooved Contrast Preformed Plastic Tape 4-Inch	LF

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

### **57. Pavement Marking Contrast Grooved Preformed Thermoplastic 8-Inch, Item SPV.0090.005.**

#### **A Description**

This special provision describes grooving the pavement surface, and furnishing and installing contrast preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 646, and as hereinafter provided.

#### **B Materials**

Furnish 125 mils contrast preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

#### **C Construction**

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

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

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

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

Cut the groove to a depth of 120 mils  $\pm$  10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

##### **C.3 Groove Width—Linear Markings**

Cut the groove 1-inch wider than the width of the thermoplastic.

## **C.4 Groove Position**

Position the groove edge in accordance to the plan details.

### **C.4.1 Linear Marking**

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

## **C Construction**

### **C.1 General**

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

Plane the grooved lines in accordance to details in the plan. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

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

Cut the groove to a depth of 120 mils  $\pm 10$  mils from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

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

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

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

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

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

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

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the adhesive, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.



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

If opening to traffic an asphalt lane that is not grooved, place temporary pavement marking. For asphalt lanes not open to traffic, temporary pavement marking is not required.

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

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

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

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

### **C.6 Preformed Thermoplastic Application**

Preheat the surface if necessary based on manufacturer's recommendation.

Apply contrast preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive—the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

### **D Measurement**

The department will measure Pavement Marking Grooved Preformed Thermoplastic 8-Inch in length by the linear foot of tape placed, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.005	Pavement Marking Contrast Grooved Preformed Thermoplastic 8-Inch	LF

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

**58. Pavement Marking Grooved Preformed Thermoplastic Stop Line 18-Inch, Item SPV.0090.006; Crosswalk 6-Inch, Item SPV.0090.007.**

**A Description**

This special provision describes grooving the pavement surface, and furnishing and installing preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

**B Materials**

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

**C Construction**

**C.1 General**

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

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

**C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$ 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

**C.3 Groove Width–Linear Markings**

Cut the groove 1-inch wider than the width of the thermoplastic.

**C.4 Groove Position**

Position the groove edge in accordance to the plan details.

**C.4.1 Linear Marking**

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

**C.4.2 Special Marking**

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

## **C.5 Groove Cleaning**

### **C.5.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

### **C.5.2 Asphalt**

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

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

## **C.6 Preformed Thermoplastic Application**

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive—the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

## **D Measurement**

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Type) (Size) in length by the linear foot of tape placed, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.006	Pavement Marking Grooved Preformed Thermoplastic Stop Line 18-Inch	LF
SPV.0090.007	Pavement Marking Grooved Preformed Thermoplastic Crosswalk 6-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface, furnishing and installing the material.

**59. Pavement Marking Contrast Grooved Preformed Thermoplastic Crosswalk 24-Inch, Item SPV.0090.008.**

**A Description**

This special provision describes grooving the pavement surface, and furnishing and installing contrast preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

**B Materials**

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

**C Construction**

**C.1 General**

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

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

**C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$ 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

**C.3 Groove Width—Linear Markings**

Cut the groove 1-inch wider than the width of the thermoplastic.

**C.4 Groove Position**

Position the groove edge in accordance to the plan details.

**C.4.1 Linear Marking**

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

**C.4.2 Special Marking**

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

## **C.5 Groove Cleaning**

### **C.5.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

### **C.5.2 Asphalt**

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

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

## **C.6 Preformed Thermoplastic Application**

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive—the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

## **D Measurement**

The department will measure Pavement Marking Contrast Grooved Preformed Thermoplastic Crosswalk 24-Inch in length by the linear foot of tape placed, 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.0090.008	Pavement Marking Contrast Grooved Preformed Thermoplastic Crosswalk 24-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface, furnishing and installing the material.

**60. Tracer Wire for Fiber Optic Conduit, Item SPV.0090.009.**

**A Description**

This special provision describes providing Tracer Wire for Fiber Optic Conduit.

**B Materials**

Tracer wire shall be 10 gauge, solid copper tracer wire with orange insulation, and be UL listed for direct burial applications. Any splices in copper wire shall be made using SnakeBite SCB-01SR direct bury tracer wire connectors as manufactured by Copperhead Industries, or equal.

**C Construction**

Install tracer wire along with all fiber optic conduit runs as indicated on the plans. Wire shall be continuous and only terminate at fiber optic pull boxes. The wire and all of its connections shall be insulated to prevent corrosion. Wire shall be taped to conduit in the three o'clock position at 5-foot intervals. The tracer wire shall run into and up the sides of all pull boxes and be secured near the casting.

The tracer wire system shall be tested for conductivity along the entire run upon completion of the installation.

**D Measurement**

The department will measure the Tracer Wire for Fiber Optic Conduit item in length by the linear foot of the center line distance of the conduit run (regardless of number of conduits in the conduit run), acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.009	Tracer Wire for Fiber Optic Conduit	LF

Payment for Tracer Wire for Fiber Optic Conduit is full compensation for furnishing and installing tracer wire.

**61. Concrete Pavement Joint Layout, Item SPV.0105.001.**

**A Description**

- (1) This special provision describes providing a concrete pavement or concrete base joint layout design for intersections and marking the location of all joints in the field.

**B (Vacant)**

**C Construction**

- (1) Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. Mark the location of all concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

**D Measurement**

- (1) The department will measure Concrete Pavement Joint Layout as a single lump sum unit of work for all joint layout designs and marking acceptably completed under the contract.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.001	Concrete Pavement Joint Layout	LS
- (2) Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.
- (3) The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

**62. Integrating Existing Traffic Signal Cabinet, Item SPV.0105.002.**

**A Description**

This work consists of re-wiring and integrating the existing traffic signal cabinet in accordance to the plans and as hereinafter provided.

**B Materials**

Furnish all equipment necessary to integrate the existing cabinet and controller operations. This would include, but not limited to the following equipment additions and/or modifications; relays, terminal strips, wiring, controller programing, etc.

**C Construction**

Notify the engineer at least three working days prior to switching operations to the temporary signals. Review the controller and intersection operations shut down with the engineer.

Perform a field review of existing signal cabinet/controller for condition of equipment prior to shut down. Notify the engineer in writing of any damaged or non-operating equipment.

Disconnect and remove all existing wiring and reconnect new wiring in traffic signal cabinet. Notify the engineer at least three working days prior to the startup of signal operations.

Maintain existing phasing and preemption phasing as currently programed in the cabinet.

**D Measurement**

The department will measure Integrating Existing Traffic Signal Cabinet, completed in accordance to the contract and accepted, as a signal complete lump sum unit of work.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.002	Integrating Existing Traffic Signal Cabinet	LS

Payment is full compensation for furnishing and installing all materials; for integrating the existing traffic signal control cabinet; and for returning it to an operational state utilizing the existing phasing and preemption phasing.

**63. Water for Restoration Areas SPV.0120.001.**

**A Description**

This special provision describes furnishing, hauling and applying water to seeded and sodded areas as directed by the engineer, and as hereinafter provided.

**B Materials**

When watering seeded and sodded areas, use clean water, free of impurities or substances that might injure the seed or sod.

**C Construction**

If rainfall is not sufficient, keep all seeded and sodded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed and sod placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. Do not leave the topsoil un-watered for more than 3 days during the 30-day period unless the engineer determines that it is excessively wet and does not required watering. The equivalent of one inch of rainfall per week is considered the minimum.

**D Measurement**

The department will measure Water for Restoration Areas by thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meter 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.0120.001	Water for Restoration Areas	MGAL

Payment is full compensation for furnishing, hauling, and applying water to the seeded and sodded areas.

## **64. Paver Brick Red, Item SPV.0165.001; Grey, Item SPV.0165.002.**

### **A Description**

This special provision describes installing gray and red paver brick on a base aggregate dense base and sand setting bed as shown on the plans, and hereinafter provided. The base aggregate dense base shall be as shown on the plans and per the pertinent provision of standard spec 305.

### **B Materials**

Pavers: All pavers shall be clay pavers with lugs and beveled edges as manufactured by Belden Brick Company, P.O. Box 20910, Canton, OH 44701, phone (330) 456-0031. Provide engineer with samples of each type of paver for verification and approval.

Paver Brick Red: 4. x 8. x 2-1/4. in Admiral Red.

Paver Brick Gray: 8. x 8. x 2-1/4. in Sienna.

Granular material base course in accordance to standard spec 350.

Leveling Course shall be natural sand or sand manufactured from crushed rock and conform to the grading requirements of ASTM C 33 as shown below.

Leveling Course  
Grading Requirements

ASTM C33	
Sieve Size	Percent Passing
9.5 mm	100
4.75 mm	95 to 100
2.36 mm	85 to 100
1.18 mm	50 to 85
600 um	25 to 60
300 um	10 to 30
150 um	2 to 10

Joint Sand shall be clean, non-plastic, and free from deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock and shall conform to the grading requirements of ASTM C 144 as shown below:

Joint Sand  
Grading Requirements

ASTM C 144		
	Natural Sand	Manufactured Sand
Sieve Size	Percent Passing	Percent Passing
4.75 mm	100	100
2.36 mm	95 to 100	95 to 100
1.18 mm	70 to 100	70 to 100
600 um	40 to 75	40 to 75
300 um	10 to 35	20 to 40
150 um	2 to 15	10 to 25
75 um	0	0 to 10

Geotextile shall be per the pertinent sections of standard spec 645 for geotextile fabric, type DF (Drainage Filtration) Schedule A.

Joint sand stabilizer additive per unit paver manufacturer's recommendations.

### **C Construction**

Installation shall be by a contractor and crew with a minimum of 5 years' experience installing interlocking unit pavers on projects of similar size or dollar cost. Install a 5 x 5-foot mock-up paver area to illustrate joint size, lines, pattern(s), color(s) and texture of the project. Include paver types 1 and 2, in mock-ups. Approval of mockup is required prior to completing this work. The approved mock-up shall be the standard from which the work will be judged and approved by the engineer.

#### Paver Installation

Install geotextile over base aggregate dense base surface and wrap up edges one inch. Spread leveling course evenly and screed. Set pavers high enough to allow for settling that will occur during final compaction. The screeded leveling course shall not be disturbed. Place sufficient leveling course in order to stay ahead of the laid pavers. Do not use leveling course to fill depressions in the base surface. Pavers shall be free of foreign material before installation. Inspect pavers for color distribution and replace all chipped, damaged or discolored pavers. Lay the pavers in the patterns as shown on the drawings and make adjustments allow for whole paver use as often as possible. Maintain straight pattern lines. Joints between the pavers shall be between 1/16 inch and 5/32 inch wide. Pavers shall be cut with a double blade paver splitter or masonry saw.

Sweep the paver surface clean of all debris before compacting, in order to avoid damage from point loads. Use low amplitude, high frequency plate compactor with compactive effort of 3000 lbs. to compact the pavers into the leveling course. Compact the pavers and sweep dry joint sand and joint sand stabilizer additive into the joints according to manufacturer's recommendations. All work to within 3 feet of the laying fact must be left fully compacted with sand-filled joints at the completion of each day. The surface elevation of pavers shall be 1/8 to 1/4 inch above adjacent drainage inlets, concrete collars or channels.

**D Measurement**

The department will measure Paver Brick (Color) in area by the square foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.001	Paver Brick Red	SF
SPV.0165.002	Paver Brick Grey	SF

Payment is full compensation for furnishing all pavers and all incidental materials, including granular (sand) leveling course material, joint sand and additive, delivering, installing, placing, accent pavers, and finishing. The department will pay for adjacent Concrete Curb Pedestrian and Concrete Sidewalk 5-inch separately.

**65. Flagstone Paving, Item SPV.0165.003.****A Description**

This special provision describes installing Flagstone Paving as shown on the plans, and hereinafter provided.

**B Materials**

Flagstone:

Type:	Fond du Lac Limestone Flagstone
Size:	18 to 48 inches diameters
Thickness:	1.5 to 2.5 inches

Granular material base course in accordance to standard spec 350.

Leveling Course and Joint Aggregate shall be manufactured from crushed rock and conform to the grading requirements of ASTM C 33 as shown below.

Leveling Course  
Grading Requirements

ASTM C33	
Sieve Size	Percent Passing
9.5 mm	100
4.75 mm	95 to 100
2.36 mm	85 to 100
1.18 mm	50 to 85
600 um	25 to 60
300 um	10 to 30
150 um	2 to 10

Geotextile shall be per the pertinent sections of standard spec 645 for geotextile fabric, type DF (Drainage Filtration) Schedule A.

### **C Construction**

Installation shall be by a contractor and crew with a minimum of 5 years of experience installing flagstone paving on projects of similar size or dollar cost. Install a 5 x 5 feet mock-up paver area to illustrate joint size, lines, pattern(s), color(s) and texture of the project. Approval of mockup is required prior to completing this work. The approved mock-up shall be the standard from which the work will be judged and approved by the engineer.

#### **Installation**

Install geotextile over subgrades and wrap up edges of excavations 1 inch. Spread leveling course evenly over the subgrades and screed. Set flagstone pavers high enough to allow for settling that will occur during final compaction. The screeded leveling course shall not be disturbed. Place sufficient leveling course in order to stay ahead of the laid flagstone pavers. Do not use leveling course to fill depressions in the base surface. Flagstone pavers shall be free of foreign material before installation. Inspect flagstone pavers for color distribution and replace all chipped, damaged or discolored flagstone pavers. Lay the flagstone pavers in the patterns and/or areas as shown on the drawings and make adjustments allow for whole paver use as often as possible. Joints between the flagstone pavers shall not exceed 3-inches. Flagstone pavers shall be cut with a double blade paver splitter or masonry saw.

Sweep the flagstone paver surface clean of all debris before compacting, in order to avoid damage from point loads. Use low amplitude, high frequency plate compactor with compactive effort of 3000 lbs. to compact the flagstone pavers into the leveling course. Compact the flagstone pavers and sweep Joint Aggregate into the joints at full joint depth. All work to within 3 feet of the laying fact must be left fully compacted with aggregate-filled joints at the completion of each day. The surface elevation of flagstone pavers shall be 1/8 to 1/4 inch above adjacent drainage inlets, concrete collars or channels. Difference in surface elevations of adjacent flagstone pavers shall be within a 3/8" tolerance.

### **D Measurement**

The department will measure Flagstone Paving in area by the square foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.003	Flagstone Paving	SF

Payment is full compensation for furnishing all materials, including granular leveling course material, joint aggregate, delivering, installing, placing, and finishing. The department will pay for Base Aggregate Dense and Geotextile, Type DF separately.

## **66. Shredded Hardwood Bark Mulch, Item SPV.0180.001.**

### **A Description**

This special provision describes furnishing and installing Shredded Hardwood Bark Mulch in accordance to the applicable sections of standard spec 627 and as hereinafter provided.

### **B Materials**

Provide Shredded Hardwood Bark Mulch that is finely shredded hardwood bark mulch and the product of a mechanical chipper, hammermill, or tub grinder.

Provide fibrous wood mulch, 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.

Provide fibrous wood mulch not containing 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 bark of black walnut trees.

Provide air dried mulch, passing a 4-inch screen, with no more than 20 percent by mass passing a 0.10-inch sieve. Ensure that unattached bark or greenleaf composition, either singly or combined, do 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 mulch areas.

Do not damage plants, structures, and/or other materials already in place, when placing the mulch.

### **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.0180.001	Shredded Hardwood Bark Mulch	SY

Payment is full compensation for furnishing and installing all materials.

## **67. Dry Stack Stone Outcropping, Item SPV.0195.001.**

### **A Description**

This special provision describes furnishing and installing Dry Stack Stone Outcroppings at the locations shown on the plans and as hereinafter provided.

### **B Materials**

Provide Dry Stack Stone Outcroppings having the following characteristics:

Type: Native Wisconsin limestone boulder, quarried within 150 miles of the project site.

Color: Naturally selected from standard range of white to buff.

Shape: Large, rectangular, and weathered edge.

Size: Fond du Lac 12 inch depth, or approved equal.

Geotextile shall be per the pertinent sections of standard spec 645 for geotextile fabric, type DF (Drainage Filtration) Schedule A.

### **C Construction**

Prior to ordering the dry stack stone outcropping stones, furnish three photographs of boulders with scale measurement in the photograph, confirming the size, shape, color, and type requirements are met. Obtain approval of stones by the engineer before ordering or delivery to the project site.

Dry stack stone outcropping stones not conforming to the parameters for type, color, shape, and size will be rejected unless a suitable alternative is proposed and accepted by the engineer.

Stake out locations for outcroppings and individual stones and obtain the approval of the engineer for both sorted sizing of the boulders and final placement and layout before installation of boulders, backfilling and finishing.

Compact subgrades under stone outcroppings to guard against settling. Place Base Aggregate Dense and compact to 95% proctor. Place Geotextile, type DF over Base Aggregate prior to outcropping placement to prevent aggregate from washing through outcropping joints.

Place individual stones and orient for best aspect. Align the outcroppings as indicated in the plans.

Set stones in outcropping formations so that the top of the outcropping is level across the course length and between adjacent stones. Finish the first (bottom) course of outcropping by mounding soil and/or mulch up against the base of the stone 3" minimum such that the transition between the horizontal plane and Base Aggregate Dense is not visible.

**D Measurement**

The department will measure Dry Stack Stone Outcropping in tons of stone, 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.0195.001	Dry Stack Stone Outcropping	TON

Payment is full compensation for providing, transporting, handling, and storing, outcropping stones; for excavating, placing and backfilling; for repairing areas disturbed by placement of Dry Stack Stone outcroppings; and for disposing of all excess and waste materials. The department will pay for Base Aggregate Dense and Geotextile, Type DF separately.





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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   6   (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 3 (number) TrANS Apprentice(s) be utilized on this contract.

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

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

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

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

## ***II. IMPLEMENTATION***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

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

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

#### 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  
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx>
- 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

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.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://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>

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

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

**17. Contract Modifications**

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

**18. Payment**

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

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

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GFW SAMPLE MEMORANDUM

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

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Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,  
Phone: (000) 123-4567  
Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_

Letting Date: \_\_\_\_\_

Project ID: \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have some one contact me at this number

**Prime Contractor 's Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**DBE Contractor Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

## **APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

### **Primes**

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

### **DBE**

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

**APPENDIX D**  
**Good Faith Effort Evaluation Guidance**  
*Excerpt from Appendix A of 49 CFR Part 26*

**APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.



- D.
    - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
  - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
  - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
  - c. Add attachments to a sub-quote
  - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

### **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

**ADDITIONAL SPECIAL PROVISION 6****ASP 6 - Modifications to the standard specifications**

Make the following revisions to the standard specifications:

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**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.

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**Bid Items Added**


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*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

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**Errata**


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*Make the following corrections to the standard specifications:*

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**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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(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://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-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.

**Effective August 2015 letting**

**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://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

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://wisconsindot.gov/rdwy/worksheets/ws4567.doc>

**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

**I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES**

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).



**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
RACINE 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	35.10	18.39	53.49
Carpenter	33.68	19.99	53.67
Cement Finisher	30.49	21.47	51.96
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	30.77	23.97	54.74
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)	37.43	15.48	52.91
Painter	29.22	16.69	45.91
Pavement Marking Operator	30.27	18.79	49.06
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 Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. 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.			
Roofer or Waterproofer	29.40	17.05	46.45
Teledata Technician or Installer	22.25	12.33	34.58
Tuckpointer, Caulker or Cleaner	35.10	18.39	53.49

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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	28.75	13.54	42.29
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	17.13	40.29
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	28.75	13.54	42.29

**LABORERS**

General Laborer	26.12	20.03	46.15
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; Add \$.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.26/hr for bottomman; Add \$.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement), strike off man; Add \$.32/hr for and line and grade specialist; Add \$.65/hr for blaster and powderman; Add \$.75/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	22.05	18.41	40.46
Landscaper	26.12	20.03	46.15
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).			
Flagperson or Traffic Control Person	23.26	20.03	43.29
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			

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
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.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72
Railroad Track Laborer	14.50	3.55	18.05

### 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 Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.25/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 Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle	36.72	21.15	57.87

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.25/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
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	35.46	20.40	55.86

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
-----	\$-----	\$-----	\$-----

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: June 26, 2015

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1:	General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$26.57	19.35	Truck Drivers:		
				1 & 2 Axles .....	25.18	18.31
				Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic.....	25.38	18.31
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer .....	26.72	19.35			
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	26.92	19.35			
Group 4:	Line and Grade Specialist .....	26.89	19.35			
Group 5:	Blaster and Powderman .....	27.22	19.35			
Group 6:	Flagman; traffic control person.....	23.71	19.35			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	35.10 .....	18.58 .....
Piledriverman .....	24.47 .....	19.46 .....
Carpenter .....	30.52 .....	14.41 .....
Ironworker .....	30.77 .....	23.96 .....
Cement Mason/Concrete Finisher .....	28.50 .....	19.72 .....
Electrician .....		See Page 3
Line Construction		
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 .....
Millwrights (E. of Hwy 75) .....	25.17 .....	13.78 .....
Millwrights (W. of Hwy 75) .....	25.32 .....	13.78 .....
Painter, Brush , Roller .....	30.90 .....	18.39 .....
Painter, Spray and Sandblaster .....	31.90 .....	18.39 .....
Painter, Steel .....	17.70 .....	4.80 .....
Well Drilling:		
Well Driller .....	16.52 .....	3.70 .....

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 2, 2015; Modification #1 dated January 16, 2015; Modification #2 dated March 20, 2015; Modification #3 dated April 10, 2015; Modification #4 dated May 22, 2015; Modification #5 dated June 12, 2015; Modification #6 dated June 26, 2015.

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: June 26, 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 .....	\$38.27	\$21.55	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator. ....	\$37.27	\$21.55
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. ....	\$37.77	\$21.55	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. ....	\$37.01	\$21.55
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. ....	\$36.72	\$21.55
			Group 6: Off - road material hauler with or without ejector.....	\$30.82	\$21.55
			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: June 26, 2015

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1 .....	\$29.00	26.5%+ 9.15		
Area 2:				
Electricians.....	30.59	18.43	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000 .....	26.24	16.85		
Electrical contracts over \$130,000 .....	29.41	16.97		
Area 4: .....	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			Area 11 -	DOUGLAS COUNTY
Installer/Technician .....	22.50	12.72		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer .....	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician .....	26.00	17.70	Area 14 -	Statewide.
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 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 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			



**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20150915005PROJECT(S):  
2290-17-70FEDERAL ID(S):  
WISC 2015487

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

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

## SECTION 0001 Road Work

0010	201.0105 Clearing	16.000 STA	.		.	
0020	201.0120 Clearing	90.000 ID	.		.	
0030	201.0205 Grubbing	16.000 STA	.		.	
0040	201.0220 Grubbing	90.000 ID	.		.	
0050	204.0100 Removing Pavement	50,852.000 SY	.		.	
0060	204.0155 Removing Concrete Sidewalk	8,163.000 SY	.		.	
0070	204.0170 Removing Fence	200.000 LF	.		.	
0080	204.0195 Removing Concrete Bases	30.000 EACH	.		.	
0090	204.0210 Removing Manholes	18.000 EACH	.		.	
0100	204.0220 Removing Inlets	56.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20150915005PROJECT(S):  
2290-17-70FEDERAL ID(S):  
WISC 2015487

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0245 Removing Storm Sewer (size) 001. 6-Inch	19.000 LF	.		.	
0120	204.0245 Removing Storm Sewer (size) 002. 10-Inch	1,596.000 LF	.		.	
0130	204.0245 Removing Storm Sewer (size) 003. 12-Inch	725.000 LF	.		.	
0140	204.0245 Removing Storm Sewer (size) 004. 18-Inch	431.000 LF	.		.	
0150	204.0245 Removing Storm Sewer (size) 005. 24-Inch	240.000 LF	.		.	
0160	204.9060.S Removing (item description) 001. Light Poles	22.000 EACH	.		.	
0170	204.9060.S Removing (item description) 002. Control Cabinet and Meter Breaker Pedestal	1.000 EACH	.		.	
0180	205.0100 Excavation Common	31,862.000 CY	.		.	
0190	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	94.000 TON	.		.	
0200	213.0100 Finishing Roadway (project) 001. 2290-17-70	1.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20150915005PROJECT(S):  
2290-17-70FEDERAL ID(S):  
WISC 2015487

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	305.0110 Base Aggregate Dense 3/4-Inch	55.000 TON	.		.	
0220	305.0120 Base Aggregate Dense 1 1/4-Inch	21,035.000 TON	.		.	
0230	311.0110 Breaker Run	5,580.000 TON	.		.	
0240	405.0100 Coloring Concrete Red	205.000 CY	.		.	
0250	415.0085 Concrete Pavement 8 1/2-Inch	38,470.000 SY	.		.	
0260	415.0210 Concrete Pavement Gaps	14.000 EACH	.		.	
0270	415.1085 Concrete Pavement HES 8 1/2-Inch	4,544.000 SY	.		.	
0280	416.0160 Concrete Driveway 6-Inch	1,196.000 SY	.		.	
0290	416.0260 Concrete Driveway HES 6-Inch	36.000 SY	.		.	
0300	416.0512 Concrete Roundabout Truck Apron 12-Inch	626.000 SY	.		.	
0310	416.0620 Drilled Dowel Bars	471.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20150915005PROJECT(S):  
2290-17-70FEDERAL ID(S):  
WISC 2015487

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	440.4410.S Incentive IRI Ride	10,000.000 DOL	1.00000		10000.00	
0330	465.0120 Asphaltic Surface Driveways and Field Entrances	142.000 TON	.		.	
0340	465.0125 Asphaltic Surface Temporary	135.000 TON	.		.	
0350	520.8000 Concrete Collars for Pipe	10.000 EACH	.		.	
0360	601.0405 Concrete Curb & Gutter 18-Inch Type A	966.000 LF	.		.	
0370	601.0409 Concrete Curb & Gutter 30-Inch Type A	20,874.000 LF	.		.	
0380	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	719.000 LF	.		.	
0390	601.0600 Concrete Curb Pedestrian	1,262.000 LF	.		.	
0400	602.0410 Concrete Sidewalk 5-Inch	76,558.000 SF	.		.	
0410	602.0415 Concrete Sidewalk 6-Inch	9,002.000 SF	.		.	
0420	602.0515 Curb Ramp Detectable Warning Field Natural Patina	1,040.000 SF	.		.	

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WISC 2015487

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			DOLLARS	CTS	DOLLARS	CTS
0430	602.1500 Concrete Steps	48.000 SF	.		.	
0440	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	2,641.000 LF	.		.	
0450	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	106.000 LF	.		.	
0460	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	434.000 LF	.		.	
0470	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	354.000 LF	.		.	
0480	611.0420 Reconstructing Manholes	1.000 EACH	.		.	
0490	611.0535 Manhole Covers Type J-Special	26.000 EACH	.		.	
0500	611.0639 Inlet Covers Type H-S	66.000 EACH	.		.	
0510	611.0652 Inlet Covers Type T	5.000 EACH	.		.	
0520	611.0654 Inlet Covers Type V	2.000 EACH	.		.	
0530	611.2004 Manholes 4-FT Diameter	8.000 EACH	.		.	

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WISC 2015487

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			DOLLARS	CTS	DOLLARS	CTS
0540	611.2005 Manholes 5-FT Diameter	10.000 EACH	.		.	
0550	611.2006 Manholes 6-FT Diameter	6.000 EACH	.		.	
0560	611.2007 Manholes 7-FT Diameter	3.000 EACH	.		.	
0570	611.2008 Manholes 8-FT Diameter	2.000 EACH	.		.	
0580	611.3004 Inlets 4-FT Diameter	56.000 EACH	.		.	
0590	611.3230 Inlets 2x3-FT	13.000 EACH	.		.	
0600	611.8110 Adjusting Manhole Covers	13.000 EACH	.		.	
0610	611.8115 Adjusting Inlet Covers	9.000 EACH	.		.	
0620	611.8120.S Cover Plates Temporary	11.000 EACH	.		.	
0630	616.0208 Fence Chain Link 8-FT	200.000 LF	.		.	
0640	619.1000 Mobilization	1.000 EACH	.		.	



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WISC 2015487

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			DOLLARS	CTS	DOLLARS	CTS
0650	624.0100 Water	144.000 MGAL	.		.	
0660	625.0100 Topsoil	8,091.000 SY	.		.	
0670	628.1504 Silt Fence	2,020.000 LF	.		.	
0680	628.1520 Silt Fence Maintenance	2,020.000 LF	.		.	
0690	628.1905 Mobilizations Erosion Control	10.000 EACH	.		.	
0700	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	.		.	
0710	628.2006 Erosion Mat Urban Class I Type A	6,905.000 SY	.		.	
0720	628.7005 Inlet Protection Type A	89.000 EACH	.		.	
0730	628.7010 Inlet Protection Type B	14.000 EACH	.		.	
0740	628.7015 Inlet Protection Type C	112.000 EACH	.		.	
0750	628.7020 Inlet Protection Type D	19.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0760	628.7560 Tracking Pads	2.000				
		EACH	.		.	
0770	629.0210 Fertilizer Type B	5.100				
		CWT	.		.	
0780	630.0130 Seeding Mixture No. 30	104.000				
		LB	.		.	
0790	630.0200 Seeding Temporary	52.000				
		LB	.		.	
0800	631.1000 Sod Lawn	7,370.000				
		SY	.		.	
0810	632.0101 Trees (species) (size) (root) 001. Ginko, 'Princeton Sentry', B&B, 2.5-Inch Cal.	14.000				
		EACH	.		.	
0820	632.0101 Trees (species) (size) (root) 002. Honeylocust, Thornless, 'Skyline', B&B, 2.5-Inch Cal.	25.000				
		EACH	.		.	
0830	632.0101 Trees (species) (size) (root) 003. Kentucky Coffeetree, 'Espresso', B&B, 2.5 -Inch Cal.	11.000				
		EACH	.		.	
0840	632.0101 Trees (species) (size) (root) 004. Linden Corinthian, BR, 1. 75-Inch Cal.	3.000				
		EACH	.		.	

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20150915005PROJECT(S):  
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WISC 2015487

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0850	632.0101 Trees (species) (size) (root) 005. Maple, Freeman 'Armstrong', BR, 1. 75-Inch Cal.	14.000 EACH	.		.	
0860	632.0101 Trees (species) (size) (root) 006. Oak, English 'Regal Prince', B&B, 2-Inch Cal.	16.000 EACH	.		.	
0870	632.0101 Trees (species) (size) (root) 007. Oak, Swamp White, B&B, 2-Inch Cal.	11.000 EACH	.		.	
0880	632.0101 Trees (species) (size) (root) 008. Crabapple, 'Adirondack', B&B, 2-Inch Cal.	15.000 EACH	.		.	
0890	632.0101 Trees (species) (size) (root) 009. Japanese Tree Lilac, 'Ivory Silk' BR, 1. 5-Inch Cal.	24.000 EACH	.		.	
0900	632.0101 Trees (species) (size) (root) 010. Pear, Ornamental, 'Cleveland Select', BR, 1.5-Inch Cal.	29.000 EACH	.		.	
0910	632.0101 Trees (species) (size) (root) 011. Serviceberry (Shrub From Tree), 'Autumn Brilliance', B&B, 7-Foot Ht.	17.000 EACH	.		.	

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20150915005PROJECT(S):  
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WISC 2015487

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0920	632.0101 Trees (species) (size) (root) 012. Serviceberry, 'Spring Flurry' (Tree Form), B&B, 8-Foot Ht.	22.000 EACH	.		.	
0930	632.0201 Shrubs (species) (size) (root) 001. Yew, 'Herb's Low Dense', Cont, 2.5-Foot Ht./ No. 3	31.000 EACH	.		.	
0940	632.0201 Shrubs (species) (size) (root) 002. Ninebark, 'Summer Wine', Cont, 3-Foot Ht./ No. 5	9.000 EACH	.		.	
0950	632.0201 Shrubs (species) (size) (root) 003. Rose, 'Frau Dagmar Hastrup', Cont, 2-Foot Ht./ No. 3	42.000 EACH	.		.	
0960	632.0201 Shrubs (species) (size) (root) 004. Sumac, Cutleaf Staghorn (Shrub Form Tree), Cont, 5-Foot Ht./ No. 3	6.000 EACH	.		.	
0970	632.0201 Shrubs (species) (size) (root) 005. Sumac, Fragrant 'Gro-Low', Cont, 2-Foot Sp./ No. 3	36.000 EACH	.		.	
0980	632.9101 Landscape Planting Surveillance and Care Cycles	20.000 EACH	.		.	
0990	634.0616 Posts Wood 4x6-Inch X 16-FT	27.000 EACH	.		.	

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2290-17-70FEDERAL ID(S):  
WISC 2015487

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1000	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	170.000 EACH	.		.	
1010	637.2210 Signs Type II Reflective H	1,413.110 SF	.		.	
1020	637.2215 Signs Type II Reflective H Folding	22.380 SF	.		.	
1030	637.2230 Signs Type II Reflective F	521.250 SF	.		.	
1040	638.2102 Moving Signs Type II	6.000 EACH	.		.	
1050	638.2602 Removing Signs Type II	148.000 EACH	.		.	
1060	638.3000 Removing Small Sign Supports	49.000 EACH	.		.	
1070	641.8100 Overhead Sign Support (structure) 001. S-51-602	LUMP	LUMP		.	
1080	641.8100 Overhead Sign Support (structure) 002. S-51-603	LUMP	LUMP		.	
1090	641.8100 Overhead Sign Support (structure) 003. S-51-604	LUMP	LUMP		.	
1100	641.8100 Overhead Sign Support (structure) 004. S-51-605	LUMP	LUMP		.	

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20150915005PROJECT(S):  
2290-17-70FEDERAL ID(S):  
WISC 2015487

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

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			DOLLARS	CTS	DOLLARS	CTS
1110	641.8100 Overhead Sign Support (structure) 005. S-51-606	LUMP	LUMP		.	
1120	642.5201 Field Office Type C	1.000 EACH	.		.	
1130	643.0100 Traffic Control (project) 001. 2290-17-70	1.000 EACH	.		.	
1140	643.0300 Traffic Control Drums	64,593.000 DAY	.		.	
1150	643.0410 Traffic Control Barricades Type II	19,537.000 DAY	.		.	
1160	643.0420 Traffic Control Barricades Type III	27,943.000 DAY	.		.	
1170	643.0500 Traffic Control Flexible Tubular Marker Posts	55.000 EACH	.		.	
1180	643.0600 Traffic Control Flexible Tubular Marker Bases	55.000 EACH	.		.	
1190	643.0705 Traffic Control Warning Lights Type A	55,990.000 DAY	.		.	
1200	643.0715 Traffic Control Warning Lights Type C	14,910.000 DAY	.		.	
1210	643.0900 Traffic Control Signs	44,880.000 DAY	.		.	

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2290-17-70FEDERAL ID(S):  
WISC 2015487

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

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			DOLLARS	CTS	DOLLARS	CTS
1220	643.0920 Traffic Control Covering Signs Type II	30.000 EACH	.		.	
1230	643.1000 Traffic Control Signs Fixed Message	12.000 SF	.		.	
1240	643.1050 Traffic Control Signs PCMS	40.000 DAY	.		.	
1250	643.2000 Traffic Control Detour (project) 001. 2290-17-70	1.000 EACH	.		.	
1260	643.3000 Traffic Control Detour Signs	5,096.000 DAY	.		.	
1270	645.0111 Geotextile Fabric Type DF Schedule A	2,402.000 SY	.		.	
1280	646.0106 Pavement Marking Epoxy 4-Inch	23,565.000 LF	.		.	
1290	646.0126 Pavement Marking Epoxy 8-Inch	30.000 LF	.		.	
1300	646.0600 Removing Pavement Markings	2,255.000 LF	.		.	
1310	646.0841.S Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	936.000 LF	.		.	

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WISC 2015487

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			DOLLARS	CTS	DOLLARS	CTS
1320	646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	LF 380.000	.		.	
1330	647.0156 Pavement Marking Arrows Epoxy Type 1	EACH 1.000	.		.	
1340	647.0166 Pavement Marking Arrows Epoxy Type 2	EACH 2.000	.		.	
1350	647.0456 Pavement Marking Curb Epoxy	LF 100.000	.		.	
1360	647.0606 Pavement Marking Island Nose Epoxy	EACH 10.000	.		.	
1370	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	LF 490.000	.		.	
1380	647.0955 Removing Pavement Markings Arrows	EACH 3.000	.		.	
1390	647.0965 Removing Pavement Markings Words	EACH 2.000	.		.	
1400	649.0100 Temporary Pavement Marking 4-Inch	LF 8,770.000	.		.	
1410	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	LF 18,905.000	.		.	
1420	649.0701 Temporary Pavement Marking 8-Inch	LF 240.000	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
1430	649.0801 Temporary Pavement Marking Removable Tape 8-Inch	450.000 LF	.		.	
1440	649.1200 Temporary Pavement Marking Stop Line Removable Tape 18-Inch	71.000 LF	.		.	
1450	649.1800 Temporary Pavement Marking Arrows Removable Tape	1.000 EACH	.		.	
1460	650.4000 Construction Staking Storm Sewer	98.000 EACH	.		.	
1470	650.4500 Construction Staking Subgrade	8,849.000 LF	.		.	
1480	650.7000 Construction Staking Concrete Pavement	8,849.000 LF	.		.	
1490	650.8500 Construction Staking Electrical Installations (project) 001. 2290-17-70	LUMP	LUMP		.	
1500	650.9910 Construction Staking Supplemental Control (project) 001. 2290-17-70	LUMP	LUMP		.	
1510	650.9920 Construction Staking Slope Stakes	8,849.000 LF	.		.	
1520	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	11,363.000 LF	.		.	

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WISC 2015487

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			DOLLARS	CTS	DOLLARS	CTS
1530	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,333.000 LF	.		.	
1540	652.0700.S Install Conduit into Existing Item	9.000 EACH	.		.	
1550	652.0800 Conduit Loop Detector	313.000 LF	.		.	
1560	653.0135 Pull Boxes Steel 24x36-Inch	3.000 EACH	.		.	
1570	653.0140 Pull Boxes Steel 24x42-Inch	64.000 EACH	.		.	
1580	653.0905 Removing Pull Boxes	4.000 EACH	.		.	
1590	654.0101 Concrete Bases Type 1	6.000 EACH	.		.	
1600	654.0102 Concrete Bases Type 2	2.000 EACH	.		.	
1610	654.0105 Concrete Bases Type 5	26.000 EACH	.		.	
1620	654.0200 Concrete Control Cabinet Bases Type 6	3.000 EACH	.		.	
1630	655.0230 Cable Traffic Signal 5-14 AWG	858.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1640	655.0240 Cable Traffic Signal 7-14 AWG	265.000 LF	.		.	
1650	655.0270 Cable Traffic Signal 15-14 AWG	200.000 LF	.		.	
1660	655.0515 Electrical Wire Traffic Signals 10 AWG	615.000 LF	.		.	
1670	655.0610 Electrical Wire Lighting 12 AWG	39,701.000 LF	.		.	
1680	655.0615 Electrical Wire Lighting 10 AWG	10,745.000 LF	.		.	
1690	655.0635 Electrical Wire Lighting 2 AWG	90.000 LF	.		.	
1700	655.0700 Loop Detector Lead In Cable	983.000 LF	.		.	
1710	655.0800 Loop Detector Wire	1,054.000 LF	.		.	
1720	656.0200 Electrical Service Meter Breaker Pedestal (location) 001. Westwood Drive	LUMP	LUMP		.	
1730	656.0200 Electrical Service Meter Breaker Pedestal (location) 002. Albert Street Roundabout	LUMP	LUMP		.	

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20150915005PROJECT(S):  
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WISC 2015487

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			DOLLARS	CTS	DOLLARS	CTS
1740	656.0200 Electrical Service Meter Breaker Pedestal (location) 003. Spring Street Roundabout	LUMP	LUMP			.
1750	657.0100 Pedestal Bases	4.000 EACH	.		.	
1760	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	23.000 EACH	.		.	
1770	657.0322 Poles Type 5-Aluminum	23.000 EACH	.		.	
1780	657.0410 Traffic Signal Standards Aluminum 9-FT	2.000 EACH	.		.	
1790	657.0420 Traffic Signal Standards Aluminum 13-FT	2.000 EACH	.		.	
1800	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	23.000 EACH	.		.	
1810	658.0103 Traffic Signal Face 1-12 Inch Vertical	1.000 EACH	.		.	
1820	658.0110 Traffic Signal Face 3-12 Inch Vertical	7.000 EACH	.		.	
1830	658.0155 Traffic Signal Face 3-12 Inch Horizontal	2.000 EACH	.		.	

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2290-17-70FEDERAL ID(S):  
WISC 2015487

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			DOLLARS	CTS	DOLLARS	CTS
1840	658.0210 Backplates Signal Face 1 Section 12-Inch	1.000 EACH	.		.	
1850	658.0215 Backplates Signal Face 3 Section 12-Inch	9.000 EACH	.		.	
1860	658.0416 Pedestrian Signal Face 16-Inch	6.000 EACH	.		.	
1870	658.0500 Pedestrian Push Buttons	6.000 EACH	.		.	
1880	658.0600 Led Modules 12-Inch Red Ball	9.000 EACH	.		.	
1890	658.0605 Led Modules 12-Inch Yellow Ball	9.000 EACH	.		.	
1900	658.0610 Led Modules 12-Inch Green Ball	10.000 EACH	.		.	
1910	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	6.000 EACH	.		.	
1920	658.5069 Signal Mounting Hardware (location) 001. STH 38 & High Street	LUMP	LUMP		.	
1930	659.2130 Lighting Control Cabinets 120/240 30-Inch	3.000 EACH	.		.	

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WISC 2015487

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			DOLLARS	CTS	DOLLARS	CTS
1940	661.0200 Temporary Traffic Signals for Intersections (location) 001. STH 38 and High Street	LUMP	LUMP			.
1950	661.0200 Temporary Traffic Signals for Intersections (location) 002. STH 38 and Spring Street	LUMP	LUMP			.
1960	674.0300 Remove Cable	581.000 LF	.		.	.
1970	690.0150 Sawing Asphalt	1,150.000 LF	.		.	.
1980	690.0250 Sawing Concrete	2,208.000 LF	.		.	.
1990	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000		500.00	
2000	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,000.000 HRS	5.00000		10000.00	
2010	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	3,200.000 HRS	5.00000		16000.00	
2020	SPV.0025 Special 001. Modular Pavement Support	14,940.000 CF	.		.	.
2030	SPV.0035 Special 001. Planting Mixture	1,872.000 CY	.		.	.

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WISC 2015487

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			DOLLARS	CTS	DOLLARS	CTS
2040	SPV.0035 Special 002. Backfill Slurry	1.000 CY	.		.	
2050	SPV.0060 Special 001. Perennials Calamint, 'Montrose White', Cont, 1 Gal.	196.000 EACH	.		.	
2060	SPV.0060 Special 002. Perennials Coneflower, Purple 'Magnus', Cont, 1 Gal.	208.000 EACH	.		.	
2070	SPV.0060 Special 003. Perennials Feather Reed Grass, 'Karl Foerster', Cont, 1 Gal.	65.000 EACH	.		.	
2080	SPV.0060 Special 004. Perennials Gayfeather, Spiked 'Floristan White', Cont, 1 Gal.	98.000 EACH	.		.	
2090	SPV.0060 Special 005. Perennials Hyssop, Anise 'Blue Fortune', Cont, 1 Gal.	47.000 EACH	.		.	
2100	SPV.0060 Special 006. Perennials Iris, Siberian 'Caesar's Brother', Cont, 1 Gal.	56.000 EACH	.		.	
2110	SPV.0060 Special 007. Perennials Little Bluestem, 'The Blues', Cont, 1 Gal.	248.000 EACH	.		.	
2120	SPV.0060 Special 008. Perennials Maidenhair Grass, 'Morning Light', Cont, 1 Gal.	70.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2130	SPV.0060 Special 009. Perennials Narrow Leaf Blue Star, 'Halfway To Arkansas', Cont, 1 Gal.	73.000 EACH	.		.	
2140	SPV.0060 Special 010. Perennials Ornamental Chive, 'Summer Beauty', Cont, 1 Gal.	76.000 EACH	.		.	
2150	SPV.0060 Special 011. Perennials Prairie Dropseed, 'Tara', Cont, 1 Gal.	92.000 EACH	.		.	
2160	SPV.0060 Special 012. Perennials Russian Sage, 'Little Spire', Cont, 1 Gal.	80.000 EACH	.		.	
2170	SPV.0060 Special 013. Perennials Sedum, 'Autumn Joy', Cont, 1 Gal.	74.000 EACH	.		.	
2180	SPV.0060 Special 014. Perennials Sedge, 'Fox', Cont, 1 Gal.	34.000 EACH	.		.	
2190	SPV.0060 Special 015. Perennials Sage, 'May Night', Cont, 1 Gal.	93.000 EACH	.		.	
2200	SPV.0060 Special 016. Park Bench	7.000 EACH	.		.	
2210	SPV.0060 Special 017. Trash Receptacle	2.000 EACH	.		.	
2220	SPV.0060 Special 018. Granite Blocks	5.000 EACH	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
2230	SPV.0060 Special 019. Temporary Crosswalk/Sidewalk	21.000 EACH	.		.	
2240	SPV.0060 Special 020. Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 1	2.000 EACH	.		.	
2250	SPV.0060 Special 021. Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 2	1.000 EACH	.		.	
2260	SPV.0060 Special 022. Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 2R	1.000 EACH	.		.	
2270	SPV.0060 Special 023. Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 3	7.000 EACH	.		.	
2280	SPV.0060 Special 024. Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 3R	2.000 EACH	.		.	
2290	SPV.0060 Special 025. Pavement Marking Contrast Grooved Preformed Thermoplastic Words	11.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2300	SPV.0060 Special 026. Pavement Marking Contrast Grooved Preformed Thermoplastic Yield Line 18-In	EACH 8.000	.		.	
2310	SPV.0060 Special 027. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2	EACH 32.000	.		.	
2320	SPV.0060 Special 028. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 3	EACH 5.000	.		.	
2330	SPV.0060 Special 029. Pavement Marking Grooved Preformed Thermoplastic Arrows Bike Lane	EACH 47.000	.		.	
2340	SPV.0060 Special 030. Pavement Marking Grooved Preformed Thermoplastic Symbols Bike Lane	EACH 58.000	.		.	
2350	SPV.0060 Special 031. Pavement Marking Grooved Preformed Thermoplastic Words	EACH 8.000	.		.	
2360	SPV.0060 Special 032. Relocating Existing Traffic Signal Pole	EACH 4.000	.		.	
2370	SPV.0060 Special 033. Remove Existing Traffic Signal Face	EACH 5.000	.		.	
2380	SPV.0060 Special 034. Luminaires Utility LED 139 Watts	EACH 6.000	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2390	SPV.0060 Special 035. Luminaires Utility LED 68 Watts	17.000 EACH	.		.	
2400	SPV.0060 Special 036. Concrete Bases Type A	36.000 EACH	.		.	
2410	SPV.0060 Special 037. Concrete Bases Type B	8.000 EACH	.		.	
2420	SPV.0060 Special 038. Concrete Bases Type C	6.000 EACH	.		.	
2430	SPV.0060 Special 039. Arm Mounted Decorative Lighting Unit	36.000 EACH	.		.	
2440	SPV.0060 Special 040. Twin Decorative Lighting Unit	8.000 EACH	.		.	
2450	SPV.0060 Special 041. Post Top Decorative Lighting Unit	6.000 EACH	.		.	
2460	SPV.0060 Special 042. Relocating Existing Lighting Unit	3.000 EACH	.		.	
2470	SPV.0060 Special 044. Removing Distribution Centers	1.000 EACH	.		.	
2480	SPV.0060 Special 045. Adjust Sanitary Sewer Manholes	45.000 EACH	.		.	
2490	SPV.0060 Special 046. Historic Plaque Frame	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2500	SPV.0085 Special 001. Fine Fescue Seed	37.000 LB	.		.	
2510	SPV.0090 Special 001. Concrete Landscape Wall	33.000 LF	.		.	
2520	SPV.0090 Special 002. Shovel Cut Edge	92.000 LF	.		.	
2530	SPV.0090 Special 003. Pavement Marking Grooved Contrast Preformed Plastic Tape 8-Inch	1,090.000 LF	.		.	
2540	SPV.0090 Special 004. Pavement Marking Grooved Contrast Preformed Plastic Tape 4-Inch	8,357.000 LF	.		.	
2550	SPV.0090 Special 005. Pavement Marking Contrast Grooved Preformed Thermoplastic 8-Inch	768.000 LF	.		.	
2560	SPV.0090 Special 006. Pavement Marking Grooved Preformed Thermoplastic Stop Line 18-Inch	260.000 LF	.		.	
2570	SPV.0090 Special 007. Pavement Marking Grooved Preformed Thermoplastic Crosswalk 6-Inch	3,375.000 LF	.		.	
2580	SPV.0090 Special 008. Pavement Marking Contrast Grooved Preformed Thermoplastic Crosswalk 24-In	1,480.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2590	SPV.0090 Special 009. Tracer Wire for Fiber Optic Conduit	4,555.000 LF	.		.	
2600	SPV.0105 Special 001. Concrete Pavement Joint Layout	LUMP	LUMP		.	
2610	SPV.0105 Special 002. Integrating Existing Traffic Signal Cabinet	LUMP	LUMP		.	
2620	SPV.0120 Special 001. Water For Restoration Areas	295.000 MGAL	.		.	
2630	SPV.0165 Special 001. Paver Brick Red	880.000 SF	.		.	
2640	SPV.0165 Special 002. Paver Brick Grey	220.000 SF	.		.	
2650	SPV.0165 Special 003. Flagstone Paving	2,100.000 SF	.		.	
2660	SPV.0180 Special 001. Shredded Hardwood Bark Mulch	895.000 SY	.		.	
2670	SPV.0195 Special 001. Dry Stack Stone Outcropping	12.000 TON	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**