

HIGHWAY WORK PROPOSAL

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

Proposal Number:

21

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Sheboygan	4996-01-58	WISC 2015 144	Taylor Drive, City of Sheboygan Kohler Memorial Dr - Crocker Ave	Local Street

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

Proposal Guaranty Required, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: November 10, 2015 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 6, 2016	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 3%	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, storm sewer, base aggregate, concrete sidewalk, asphalt and concrete pavement, concrete curb and gutter, pavement marking, street lighting, traffic signals, permanent signing, modular block retaining walls, Structures R-59-27, R-59-28, M-59-01, B-59-188, B-59-189, R-59-32.	Date Guaranty Returned
Notice of Award Dated	

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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 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 ExpressTM web site.
 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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 ExpressTM 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 ExpediteTM 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 ExpressTM web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM 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 ExpediteTM 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 ExpediteTM 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 ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 4996-01-58, Taylor Drive, City of Sheboygan, Kohler Memorial Dr – Crocker Ave, Local Street, Sheboygan 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 grading, storm sewer, base aggregate, concrete sidewalk, asphalt and concrete pavement, concrete curb and gutter, pavement marking, street lighting, traffic signals, permanent signing, modular block retaining walls, Structures R-59-27, R-59-28, M-59-01, B-59-188, B-59-189, R-59-32, 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.

Due to utility relocations, do not begin construction before April 1, 2016.

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.

The contractor is allowed to present a schedule with work beginning within ten calendar days after the engineer issues a written notice to do so, provided that the contractor coordinates with all utilities having facilities on the project and that there is no additional costs to the project for utility work or coordination from the contractor or utility companies.

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 simultaneous construction of the Retaining Wall R-59-0027, Boardwalk M-59-0001, Prefabricated Bridges B-59-188 and B-59-189, and the general road construction items.

Fish Spawning

There shall be no instream disturbance of Sheboygan River as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish.

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

4. Traffic.

All side road crossings on the project corridor shall remain open to traffic at all times unless shown otherwise on the traffic control plans. The right lane for the northbound traffic may be closed except between Station 201+00 and 224+00.

Access for local property owners shall be maintained at all times. Driveways that exceed 20 feet in width shall be constructed in halves to allow access. Temporary drives shall be provided to all other driveways to allow access.

Taylor Drive Frontage Road:

Traffic along Taylor Drive Frontage Road shall be shifted during construction.

Union Avenue Intersection:

Westbound traffic on Union Avenue will be restricted to left turn and through during the construction of the right turn lane. Westbound traffic will be restricted to right turn only during the construction of the through lane.

Indiana Avenue Intersection:

Access to the park at the northeast quadrant of the intersection will be closed during construction at the intersection.

Stage 1 – Westbound traffic will be limited to one lane for through and right turn and one lane for left turn. Eastbound traffic will be limited to one through lane. Northbound traffic will be limited to one lane for left turn and one lane for through and right turn.

Stage 2A and 2B – Through lanes will be limited to one lane for southbound and eastbound traffic. Westbound and northbound traffic will be limited to one lane for through and left turns and one lane for through and right turns. Median work shall be

completed in stage 2A. Traffic control on Indiana Avenue during stage 2B will be limited to advance warning signs.

Erie Avenue Intersection:

Stage 1 – Northbound and southbound traffic will be prohibited from making right turns.

Stage 2 – Northbound traffic will be prohibited from making right turns.

The entrance drive to the Sheboygan County Museum may be closed during the construction of retaining wall R-59-032.

5. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220.

Alliant Energy / Wisconsin Power & Light (electric) – Alliant has overhead facilities south of Union Avenue and underground facilities north of Indiana Avenue. Guy wires will be relocated at Stations 123+50, 125+50, and 127+50. Structures will be relocated at 129+90, 132+20, 136+90, and 138+50. Guy stub pole and anchors will be relocated at station 143+00. From Station 182+00 to 186+50, the underground cable will be relocated. All work will be completed by October 1, 2015.

ATC (electric) – Crosses immediately north of the end of the project. There are no impacts or conflicts with this project. If limits of the project change, contact ATC to confirm that there are no conflicts.

AT&T (telephone and fiber) – One buried copper cable along the east right-of-way line of Taylor Drive from outside the project limits to Station 130+40 where it turns west and crosses Taylor Drive. Between Station 100+00 to Station 102+50 this cable lies in close proximity to the proposed path throughout this area but is not a conflict based on the proposed grades per the plan. As such, AT&T proposes to leave the cable in place during construction and asks that the contractor use caution to avoid any over-excavation.

This cable may also be in conflict with select light bases from Station 113+00 to Station 131+50 and from Station 136+50 to Station 141+00. As such, AT&T will identify conflict locations after the base locations are staked in the field by the contractor. Where conflicts are identified, AT&T will excavate a trench hole and provide 36” of clearance between their facility and the center of the light base. Contact Chuck Bartelt at (920) 929-1013 to coordinate the work at least two weeks in advance of staking. AT&T will need 5 working days to complete the work in this area.

AT&T has one fiber optic cable which crosses Taylor Drive to a handhole near Station 102+35 where it turns north along the east right-of-way and continues towards Paine Avenue where it turns east and continues beyond the project limits. With the exception of the road crossing, this cable is largely absent from the plan; however, based on the proposed grade work in the area and the standard minimum 36” placement depth of the fiber, it is not in conflict with the project.

The associated handhole is within the trail footprint. A minor adjustment of the handhole may be necessary to match final grades. The work will be done after base aggregate is placed; but before final paving. Contact Chuck Bartelt at (920) 929-1013 to notify him when the base aggregate is placed. Adjustments will be completed within 3 working days of notification.

AT&T has one copper cable along the east right-of-way line of Taylor Dr. from Station 136+80 to Union Avenue where the cable turns east and continues beyond the project limits. This cable is absent from the plans beyond Station 140+30; however, based on the proposed grade work in the area and the standard minimum 36" placement depth of the cable, it is not in conflict with the project.

AT&T has one fiber optic cable which crossed Taylor Dr. near Station 158+50 to the east right-of-way line then turns north to Indiana Avenue where it turns east along the south ROW line and continues beyond the project limits. This fiber cable may be in conflict with the proposed retaining wall from Station 158+50 to Station 160+25. As such, AT&T will expose this cable in this area and relocate it east to beyond the slope intercepts. Additionally, AT&T will relocate the handhole at Station 158+50 to east of the slope intercepts. The cable will be excavated to a depth of 8' at the point where it perpendicularly crosses the wall alignment with the crossing point centered in the gap between walls R-59-27 and R-59-28. This work will be completed during construction after the wall alignment and wall ends are staked in the field and will take five working days. Contact Chuck Bartelt at (920) 929-1013 to coordinate the work at least two weeks in advance of staking.

AT&T has one cable that may be in conflict with proposed boardwalk support posts from Station 165+25 to Station 166+75 and from Station 174+25 to 174+75. As such, AT&T will identify conflict locations after the post locations are staked in the field by the contractor. Where conflicts are identified, AT&T will excavate a trench hole and provide 36" of clearance between their facility and the center of the light posts. This work will be completed during construction after the support post locations are staked in the field and will take five working days. Contact Chuck Bartelt at (920) 929-1013 to coordinate the work at least two weeks in advance of staking

AT&T has one fiber optic cable along the east ROW of Taylor Dr from New Jersey Ave to Station 199+60 where it turns to feed Kohler Credit Union. The handhole near Station 199+60RT is in conflict and will be relocated east to beyond the slope intercepts. The remaining cable is not in conflict and will remain in place. This work will be completed prior to October 1, 2015.

AT&T has one copper cable which crosses the Taylor Dr Frontage Road near Station 213+60 and is not shown on the plan. Based on the proposed grade work in the area and the standard minimum 36" placement depth of the fiber, this cable is not in conflict with the project.

AT&T has one copper cable between Taylor Drive and the Taylor Drive Frontage Rd. from Station 217+00 to Station 227+00 where the cable turns east along Erie Avenue to outside the project area. This cable lies in close proximity to the proposed walk throughout this area but is not a conflict based on the proposed grades per the plan. As such, AT&T proposes to leave the cable in place during construction and asks that the contractor use caution to avoid any over-excavation.

Charter Communications (fiber and television) – Relocation and adjustments are as follows and will be completed by October 1, 2015:

Station 220+43 and Station 226+73 will have test holes completed and facilities will be lowered in place as needed.

Station 112+43 to 121+00 facilities will be rebuilt/relocated.

Station 114+25 vault will be removed.

Station 114+08 pedestal will be removed.

Concurrent work:

Charter has an existing facility in close proximity to SB11 at the northeast corner of Taylor Drive and New Jersey Avenue. As such, Charter will identify the potential conflict after the contractor stakes the location of SB 11. Where conflicts are identified, Charter will excavate a trench hole and provide 18” of clearance from center of the base. Contact Tom Harycki at (262) 416-2437 at least five working days in advance of staking. Charter will need 2 working days to complete the work in this area.

Charter has an existing facility in close proximity to SB 7 at the southeast corner of Taylor Drive and Indiana Avenue. As such, Charter will identify the potential conflict after the contractor stakes the location of SB 7. Where conflicts are identified, Charter will excavate a trench hole and provide 18” of clearance from center of the base. Contact Tom Harycki at (262) 416-2437 at least five working days in advance of staking. Charter will need two working days to complete the work in this area.

Sheboygan Water Utility (water) – Water main is located in Taylor Drive. A shallow, 16” diameter main crosses the trail between Station 147+00 and Station 148+00. The water utility will determine the actual elevation of the main at this location and insulate if necessary. All work will be complete by October 1, 2015.

Sheboygan City (sanitary sewer) – The city has facilities in the project area. The sanitary main is in the paved portion of Taylor Drive with occasional lateral crossings and main crossings at intersections. No conflicts are anticipated.

Sheboygan City (electric) - The city has facilities in the project area. Electric is located at signalized intersections and with street lights along Taylor Drive. No conflicts are anticipated.

TransCanada / ANR (gas) – high pressure gas main near Station 214+60. The pipeline has 4 feet of cover. TransCanada / ANR prefers that low weight equipment (under 10,000 pounds or equivalent to a skid-steer loader) should be used when working over the

pipeline. Do not stockpile materials or park equipment over the main without prior approval from TransCanada/ANR. TransCanada / ANR will have an inspector on site when work occurs in the area. Contact TransCanada / ANR field representative three working days in advance of working in the area of the pipeline; Larry Huber (920) 979-0060 or (800) 447-8066 after hours. The field contact for TransCanada / ANR is Steve Whitty, (920) 375-0477. No conflicts are anticipated.

Windstream (fiber) – crossings perpendicular to Taylor Drive north and south of Indiana Avenue. Additional facilities, absent from the plans, are located at the southwest corner of Taylor and Indiana Avenues. No conflicts are anticipated.

Aerial facilities between Paine and Union Avenues will be transferred to relocated poles as necessary in coordination with Alliant. All work will be done before October 1, 2015.

Wisconsin Public Service Corporation (gas) – Facilities are located parallel to or under the path for from the beginning of the project to Union Avenue and again from north of Indiana Avenue to Erie Avenue. There are several crossings of proposed path including those at Station 99+60, 143+45, 176+75, 194+00, 197+00, 210+00, 220+40, and 229+75. Facilities in the southwest corner of Indiana Avenue and Taylor Drive cross the path near Taylor Drive, approximate Station 20+00 and surrounding the retention pond. No conflicts are anticipated.

A valve box is located at approximately Station 133+75. A minor adjustment may be necessary to match final grades. The work will be done after topsoil is placed but before seeding and mulch. Contact Michael Lowther at (920) 451-3743 to notify him after the topsoil is placed. Adjustments will be completed within three working days of notification.

6. 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 6:30 AM, unless prior written approval is obtained from the engineer.
107-001 (20060512)

7. Railroad Insurance and Coordination.

A Description

Comply with standard spec 107.17 for all work affecting Union Pacific Railroad property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Union Pacific Railroad.

Notify evidence of the required coverage, and duration to John Venice, Manager Special Projects – Industry & Public Projects Engineering Department at 101 North Wacker Drive – Suite 1920, Chicago, IL 60606, Telephone (312) 777-2043, Fax (402) 233-2769. Include the following information on the insurance document:

Project: 4996-01-58
Route Name: Taylor Drive
Crossing ID: 910720F
Railroad Subdivision: Kohler
Railroad Milepost: 0.81

A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None.

A.3 Names and addresses of Railroad Representatives for Consultation and Coordination

Contact John Venice, Manager Special Projects – Industry & Public Projects Engineering Department, 101 North Wacker Drive – Suite 1920, Chicago, IL 60606, telephone (312) 777-2043, fax (402) 233-2769, email jvenice@up.com for consultation on railroad requirements during construction.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

A.4 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 several weeks prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

A.5 Train Operation

Approximately two through freight trains operate weekly through the construction site. Through freight trains operate at up to 10 mph.

A.6 Temporary Clearances During Construction

Replace subparagraphs (3) 4.1 and (3) 4.2 of standard spec 107.17.1 with the following:

Provide 21 feet 6 inches plus compensation for super-elevated track, measured vertically above the top of the highest rails.

B Railroad Flagging

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations. The following conditions may also warrant flagging:

1. Cranes swinging or handling materials or equipment within 25 feet of the centerline of any track.
2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
4. Bridge painting activities including rigging of falsework, scaffolding or similar activities within 25 feet of the centerline of any track.
5. Deck removal activities within 25 feet of the centerline of any track.
6. Pouring of bridge decks in spans over an operated track.
7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

C Flagging by Railroad– Railroad Does Not Pay Flagging Costs

C.1 General

Replace paragraph (3) of standard spec 107.17.1 with the following:

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 10 business days before starting work near a track. Provide the specific time planned to start the operations.

Extended Duration Work or Longer Work Day (to be used when requiring a flagger for longer periods of time, four weeks or more, or working longer than an eight-hour work day, or as defined in section B.1.)

Work that requires railroad flaggers to occupy the work zone for longer duration or longer than the normal work day will require 40 day written notice to the railroad.

C.2 Rates – Union Pacific

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

\$600 daily rate for an eight-hour day (including wages, labor surcharges, lodging, vehicle and mileage expenses),

\$1,500 "Rest Time" or nightly rate for weekday overnight work for an eight-hour day (including wages, labor surcharges, lodging, vehicle and mileage expenses)

\$900 daily rate for an eight-hour day on Saturdays, Sundays, or holidays (including wages, labor surcharges, lodging, vehicle and mileage expenses)

\$1,500 "Rest Time" or nightly rate for weekend overnight work for an eight-hour day (including wages, labor surcharges, lodging, vehicle and mileage expenses)

\$100 per hour overtime rate for all time worked before or after the regular assigned eight hours on any day, or for a minimum three hour call on Saturdays, Sundays, or Holidays.

The flagger is required to set flags each day in advance of the contractor commencing work that will require flagging. The flagger must also remove the flags each day after the completion of work that required flagging. Any time worked before or after the minimum eight-hour flagging day to set or remove flags will be billed at the overtime rate. The contractor is responsible for knowing the requirements of the railroad for arranging and terminating flagging services and for the associated costs of those services.

C.3 Reimbursement Provisions

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

C.4 Excluded Conditions

The department will not reimburse any of the cost for additional flagging attributable to the following:

Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.

Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

C.5 Payment for Flagging

Railroads may issue progressive bills. Notify the railroad when the work is completed and request a final bill from the railroad. The railroad will issue a final bill. Promptly pay railroad-flagging bills, less any charges that may be in dispute. The department will pay for flagging reimbursement under the Railroad Flagging Reimbursement administrative item. The department will withhold flagging reimbursement until any disputed charges are resolved and the final bill is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

107-034

8. Union Pacific Railroad Company Requirements.

A General

In addition to requirements of the standard specifications and other articles within these special provisions, comply with the following requirements of Union Pacific Railroad Company (UPRR). The following requirement is provided to aid the contractor in working with the railroad on a contractor submittal. This requirement does not relieve the contractor of coordinating with the engineer prior to the contractor submittal to the railroad.

B Request for Information / Clarification

All requests for information (RFI) involving work within UPRR right-of-way shall be according to the procedures listed elsewhere in the Standard Specifications. Allow four weeks for UPRR's review after receipt from the contractor.

C Plans / Specifications

Changes to the plans or specifications are subject to the approval of UPRR. Allow four weeks for UPRR review time after receipt of a change request from the contractor.

D Construction Submittals

All design submittals shall be stamped and signed by a professional engineer registered in the State of Wisconsin. The contractor will submit four sets of each submittal, along with any review comments to UPRR. A satisfactory submittal review does not relieve the contractor of responsibility and liability

If the UPRR finds a submittal unsatisfactory, make all required changes and resubmit it. A satisfactory submittal review does not relieve the contractor of responsibility and liability of complying with the plans, specifications and the special provisions and for the structural integrity and proper functioning of the item that is the subject of the submittal. Allow four weeks for UPRR's review time after receipt of a submittal from the contractor.

Item	Description of Submittal Item	Notes
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Item	Description of Submittal Item	Notes
1	Shoring Design and Details	
2	Erection Diagrams and Sequence	
3	Shop Drawings	Steel and concrete members.

Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to UPRRs designated representative for review. Review by UPRR shall not relieve the contractor from liability.

E Infringement on Minimum Clearances

Submit to UPRR requests for infringement upon the minimum horizontal or vertical clearance requirements of Railroad Insurance and Coordination Section A.6. of these special provisions. The contractor will submit the requests to UPRR's designated representative. Allow four weeks for UPRR's review time after receipt of a submittal from the contractor. Do not infringe upon the minimum clearances unless they are first approved in writing by UPRR.

F Approval of Details

Submit details of construction affecting UPRR tracks, structure, and right-of-way not included in the plans to the engineer for UPRR review before undertaking such work. Allow four weeks for UPRR's review after receipt from the contractor.

G Site Inspections By UPRR

UPRR may make site inspections at any time. Provide UPRR a schedule of anticipated dates for the following activities; the contractor will furnish the schedule to UPRR:

1. Shoring
2. Erection of superstructure
3. Completion of the bridge structure.

Update the schedule monthly, or more frequently if necessary, so that site visits may be scheduled.

H Construction Excavations and Demolition

Construction excavations shall meet OSHA and American Railway Engineering and Maintenance-of-Way Association (AREMA) requirements and the UPRR "Guidelines for Temporary Shoring" (GTS).

Demolition shall be done according to UPRR's "Guidelines for Preparation of a Bridge Demolition and Removal Plan" for Structures over Railroad (GPBDRP)

The GTS and the GPBDRP are available for review from the Northeast Region's Railroad Coordinator at the department's Northeast Regional Office located at 944 Vanderperren Way, Green Bay, Wisconsin 54304.

9. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Jill Treadway, JT Engineering at (920) 468-4771.
107-054 (20080901)

10. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species; Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;

Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and

Disinfect your boat, equipment and gear by either:

Washing with ~212° F water (steam clean), or

Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or

Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel

veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

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

11. Construction Over or Adjacent to Navigable Waters.

Supplement standard spec 107.19 with the following:

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

12. Erosion Control Structures.

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

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.
107-070 (20030820)

13. Erosion Control.

Supplement standard spec 107.20 with the following:

Pursue operations in a timely and diligent manner continuing all construction operations methodically from the initial removal operation through the subsequent grading and placement of base course. Install inlet silt protection devices installed the same day that the inlet is constructed.

Place topsoil immediately after the completion of the pavement or sidewalk. Seed, fertilize, and place erosion mat on all topsoiled areas within ten calendar days after the placement of the pavement or sidewalk.

14. Environmental Protection, Dewatering.

Supplement standard spec 107.18 as follows:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website:

http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.
(NER12-1010)

15. Environmental Protection, Emerald Ash Borer.

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 include the following species:

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.

Mountain ash (*Sorbus Americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

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 sub. (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 sub. (1): the emerald ash borer, *Agrilus planipennis* (Fairmaire) in any living stage.

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

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

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

Regulatory Considerations

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

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.

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

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

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

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

Chips must be disposed of immediately and may not be stockpiled.

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 according to standard spec 201.3 (14)(15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according 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 stockpiled.

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

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

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

Supplement standard spec 632.2.2 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 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's website at 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 department. Persons may request update notices by calling (608) 224-4573, by visiting the department's 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

(2) REGULATED ITEMS. More frequent updates, if any, are available on the department's website at 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 department. Persons may request update notices by calling (608) 224-4573, by visiting the department's website, or by writing to the above address.

(NER11-0308)

16. Notice to Contractor.

To comply with the Americans with Disability Act (ADA), no sidewalk cross slope shall exceed 2%. Sidewalk cross slopes may be adjusted to slopes ranging from 1% to 2%. If the contractor requests to change the cross slopes shown on the plans, the request must be approved by the engineer. If the contractor's request to change the sidewalk cross slope is approved, it is the sole responsibility of the contractor that the sidewalk slopes are ADA compliant.

17. Backfill Controlled Low Strength, Item 209.0200.S.

A Description

This special provision describes furnishing and placing a controlled low strength material designed for use as backfill in trenches for culverts, sewers, utilities, or similar structures, as backfill behind bridges abutments, or as fill for the abandonment of culverts, pipes, or tanks.

B Materials

Provide controlled low strength backfill that consists of a designed cementitious mixture of natural or processed materials. Allowable materials include natural sand, natural gravel, produced sand, foundry sand, produced gravel, fly ash, Portland cement, and other broken or fragmented mineral materials. The designed mixture shall be self-leveling and shall be free of shrinkage after hardening. Design the mixture to reach a state of hardening such that it can support foot traffic in no more than 24 hours. Provide a mixture that also meets the following requirements.

Test	Method	Value
Flow (inch)	ASTM D-6103	9 min
Compressive Strength (psi)	ASTM D-6024	20-40 @ 14 days 40-80 @ 28 days 80-120 @ 90 days

Chemical admixtures to control air content and setting time are allowable. Ten days prior to placement, furnish the engineer with a design mix detailing all components and their proportions in the mix. Also, provide documentation from the supplier of the industrial byproducts that the foundry sand and fly ash used in the mixture meet the requirements for Industrial Byproducts Categories 1, 2, 3, or 4 in NR 538 of the Wisconsin Administrative Code for use as a confined geotechnical fill.

C Construction

Place controlled low strength backfill at the locations and to the lines and grades as shown on the plan. Proportion and mix materials to produce a product of consistent texture and flow characteristics. The engineer may reject any materials exhibiting a substantial change in properties, appearance, or composition.

If the official Weather Bureau forecast for the construction site predicts temperatures at or below freezing within the next 24 hours after placement of controlled low strength backfill, protect the placed materials from freezing during that time period. If the temperature is not forecast to rise above 40° F for 72 hours after placement, the engineer may require protection from freezing for up to 72 hours.

No controlled low strength backfill shall be allowed to enter any stream, lake, or sewer system. The contractor shall be responsible for any clean up or remediation costs resulting from such occurrences.

D Measurement

The department will measure Backfill Controlled Low Strength in volume by the cubic yard of material placed and accepted. Such volume shall be computed from actual measurements of the dimensions of the area to be backfilled. 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
209.0200.S	Backfill Controlled Low Strength	CY

Payment is full compensation for designing the mix; supplying all materials; preparing the proportioned mix; hauling it to the construction site; placing the material; and protecting it from freezing.

209-010 (20090901)

18. QMP Base Aggregate.

A Description

A.1 General

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

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

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

A.2 Contractor Testing for Small Quantities

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

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

^[1] 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.

^[2] For 3-inch material, obtain samples at load-out.

^[3] 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:

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

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

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

B.3 Laboratory

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

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

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

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

B.6 Test Methods

B.6.1 Gradation

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

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

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

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

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

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

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

- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

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

or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

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

301-010 (20100709)

19. Traffic Signals, General.

Note that the failure to comply with the state standards and specifications may result in the cost of corrections to be made at the contractor's expense. Also, any additional disruption of city- or county-owned facilities shall be repaired or relocated as needed at the contractor's expense.

20. Temporary Traffic Signals for Intersections, Taylor Drive and Union Avenue, Item 661.0200.01.

Add the following to standard spec 661.2.1 paragraph (1):

Furnish all temporary traffic signal equipment as shown on the plan. The signal controller shall be capable of operating with video camera or other non-intrusive vehicle detection.

Add the following to standard spec 661.2.1 paragraph (3):

Use existing underground electric service and meter breaker pedestal for the operation of the temporary traffic signal. The City of Sheboygan will pay for all energy costs for the operation of the temporary traffic signal.

Add the following to standard spec 661.3.1.1 paragraph (2):

Saw cut existing pavement and concrete curb and gutter as needed to install the wood poles and guy wire anchors. Saw cut existing pavement according to the pertinent provisions in

standard spec 690.3, Construction. Remove pavement and concrete curb and gutter as shown on the plans and if needed to install the wood poles and guy wire anchors. Remove only as much pavement as needed to install the wood poles. Remove pavement and curb and gutter according to the pertinent provisions in standard spec 204.3, Construction. Hold any wood poles in place and/or move wood poles during construction due to conflicts with proposed work.

Add the following to standard spec 661.3.1.4 paragraph (1):

Monitor the height of the span wire above the roadways to ensure that the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway. Make all height adjustments within 36 hours of an inspection indicating that adjustments are required. Notify the engineer in writing upon completion of all necessary adjustments. Maintain a written log to properly document the date of each inspection, the heights above the roadway, the roadway clearance after adjustments have been made and acceptance by the engineer. Provide all documentation related to the span wire height checks as well as all records related to maintenance performed on the temporary traffic signal installations to the engineer.

Replace standard spec 661.5 paragraph (2) with the following:

Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, operating, maintaining, and repairing the complete temporary installation; for removal; for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; and for cleaning up and properly disposing of waste. Payment also includes the following:

1. Furnishing and installing any replacement equipment.
2. The cost of delivery and pick-up of the cabinet assemblies.
3. Removal of service (if necessary) and site restoration.

21. Adjusting Pull Boxes, Item 653.0900.

Add the following to standard spec 653.2:

Furnish and install locking pull box lid.

Add the following to standard spec 653.5(4):

Payment for Adjusting Pull Boxes is also full compensation for furnishing and installing locking pull box lids.

22. Concrete Masonry Soldier Pile Footings, Item SPV.0035.01.

A Description

This special provision describes furnishing and placing concrete in predrilled holes for soldier piles and the installation of the steel soldier piles, according to pertinent parts of the standard specifications, the plans, and these special provisions.

B Materials

Furnish concrete masonry that is according to the pertinent requirements of standard spec 501.

C Construction

Before placing concrete masonry, give the engineer sufficient notice to allow inspection of the predrilled holes, soldier piles, and casting preparations. Leave no more than 2 feet of standing water in the shaft before beginning soldier pile installation. If necessary, place up to 2 feet of concrete at the bottom of the shaft to assist in aligning the soldier pile. Block or clamp the soldier pile in place at the ground surface before placing concrete.

For shafts constructed without casing or drilling mud, the department will allow the contractor to place concrete by free-falling the concrete from the ground surface down the shaft around the soldier pile. If casing is used, begin placement of the concrete before removing the casing. Remove the casing while the concrete remains workable. For shafts constructed using slurry, place concrete using a tremie method from the bottom of the shaft. Withdraw the tremie pipe slowly as the level of concrete rises in the shaft and never let the level of the tremie pipe outlet exceed the height of the slurry.

D Measurement

The department will measure Concrete Masonry Soldier Pile Footings by the cubic yard, acceptably completed. The department will only include material within the limits and dimensions shown on the plans.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Concrete Masonry Soldier Pile Footings	CY

Payment is full compensation for furnishing all materials; placing, finishing, curing, and protecting soldier piles.

23. Decorative Lighting Assembly 14 Ft Pole LED, Item SPV.0060.01; 16 Ft Pole LED, Item SPV.0060.02.

A Description

This special provision describes furnishing and installing decorative light poles, bolt covers, decorative lights, and appurtenances as shown on the plans and described herein.

B Materials

Provide Decorative lighting assembly as shown in the plans and as specified herein. The decorative lighting assembly including integral arm shall be as manufactured by Philips Gardco Lighting/Valmont Industries, Inc. Gardco Model GL13-1-2-70LA-NW-UNIV-BLK-SPR fixture and Valmont Model R1308-30504T4-D1-335-HH-NC-VIB-105AB pole. Fixture wattage, voltage, color and accessories shall be coordinated with City of Sheboygan personnel. Gardco/Valmont are represented by Tom Tews at (262) 970-0300. Gardco fixture: Gulwing 13 inch, 71.2 watt, LED lamps, 240Volt 1 phase, black powder coat finish, Type II lighting distribution. Valmont pole: round aluminum, of designated height, with top cap, 5 inch diameter at butt, 3 inch diameter at top, black anodized finish, handhole 90 degrees from fixture orientation, nut covers, anchor bolts and anchor base. Provide fixture with 3 # 12, single conductor, stranded copper, RHW/USE insulated, rated 600Volt, AC conductors in the pole from the fixture head to the pole handhole with additional 18 inches of slack wire at the handhole.

C (Vacant)

D Measurement

The department will measure Decorative Lighting Assembly (Height) Pole LED 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.0060.01	Decorative Lighting Assembly 14 Ft Pole LED	Each
SPV.0060.02	Decorative Lighting Assembly 16 Ft Pole LED	Each

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

24. Decorative Lighting Pole Concrete Base Type 2 Modified, Item SPV.0060.03; Type 5 Modified, Item SPV.0060.04.

A Description

This special provision describes furnishing and installing Decorative Lighting Pole Concrete Bases according to standard spec 654, the plans, and as hereinafter provided.

B Materials

Provide concrete bases with the following modifications:

Pole mounting is 9.25" square.

Anchor bolts shall be 3/4"- 10, 105 ksi.

Verify anchor bolts and pattern with decorative light assembly supplier.

C (Vacant)

D Measurement

The department will measure Decorative Lighting Pole Concrete Base 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.0060.03	Decorative Lighting Pole Concrete Base Type 2 Modified	Each
SPV.0060.04	Decorative Lighting Pole Concrete Base Type 5 Modified	Each

Payment is full compensation conforming to standard spec 654.

25. Steel Railing Special, R-59-28, Item SPV.0060.05; M-59-001, Item SPV.0060.07; B-59-188, Item SPV.0060.08; B-59-189, Item SPV.0060.09.

A Description

This special provision describes furnishing and erecting railing fabricated from weathered structural steel shapes.

B Materials**B.1 General**

Furnish all materials and hardware to erect the railing. Furnish materials conforming to the requirements illustrated on the plans or as specified below.

Fabricate Steel Railing Special using the steel shapes, Douglas Fir Larch, Select Structural timber and other materials indicated in the plans.

Furnish a certified report of test or analysis to the engineer for the steel railing members, Douglas Fir Larch, Select Structural timber, and the component parts of the posts and anchor bolts. For miscellaneous hardware and objects required for completing the installation, submit a certificate of compliance to the engineer.

B.2 Weathering Steel

Furnish material for weathering steel conforming to ASTM A588, ASTM A242 and ASTM A847.

B. 3 Douglas Fir Larch, Select Structural Timber

Douglas Fir Larch Timber shall be select structural; S1S2E, acza treated planks.

B.4 Anchor Bolts

Refer to standard spec 513.2.3.

B.5 Concrete

Refer to standard spec 501.

B.6 Stainless Steel Nuts, Bolts and Washers

Refer to standard spec 513.2.2.5

C Construction

C.1 General

Conform to standard spec 506, except as specified below. Submit shop drawings for steel and miscellaneous metals as specified in standard spec 506 before ordering or fabricating the material.

Before erecting the railing, swing the spans free from the falsework. Make the railings line and grade true and do not follow any unevenness of sidewalk or base that supports the railing. Construct the railing with the posts normal to the grade of the structure.

Set the anchor bolts in the supporting concrete during concrete placement. Place the anchor bolts in a way that provides correct and true railing alignment. Set anchor bolts at the proper depth to provide for the bolt projecting through the completed work not more than 3/8 inch beyond the nut.

C.2 Weathering Steel

Saw the vertical members of the railing to length; do not shear them. Fabricate steel railing members according to plan details. Ensure steel members are free from nicks, blemishes and discoloration marks.

Join the posts and rails together by welding as the plans show. Grind welded joints to a smooth finish.

C.3 Douglas Fir Larch, Select Structural Timber

The wood rub rail shall consist of 2" x 6" douglas Fir Larch timber boards spanning parallel to the direction of travel. The timber boards shall be attached with four 1/2" diameter stainless steel flush mount bolts per support, as shown on the plans. lead holes shall be drilled for each bolt to avoid splitting the wood.

Handling: Timber shall be stored out of direct sunlight, dust, and rain, and be allowed to acclimate to the installation environment. Seal all ends after cutting with latex based end sealer to reduce end checking.

C.4 Welding

All joints shall be continuously welded to avoid moisture and corrosion traps. Conform to AWS D 1.1, Structural Welding Code – Weathering Steel

D Measurement

The department will measure Steel Railing Special (Structure) as each for all railing at each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Steel Railing Special, R-59-28	Each
SPV.0060.07	Steel Railing Special, M-59-001	Each
SPV.0060.08	Steel Railing Special, B-59-188	Each
SPV.0060.09	Steel Railing Special, B-59-189	Each

Payment is full compensation for providing, fabricating, transporting, and erecting the railing; for providing and placing metal shims under the bases if required; for concrete base excavation and dewatering, if required; and for providing and placing the concrete base and anchor bolts.

26. Exposing Existing Utilities, Item SPV.0060.10.

A Description

Expose existing utilities under paved and unpaved surfaces and provide horizontal and vertical coordinates of the exposed utility to determine potential utility conflicts in advance of grading work for this project.

B Materials

B.1 Granular Backfill

Provide granular backfill conforming to standard spec 209.

C Construction

C.1 General

Schedule this work a minimum of one week in advance of any grading work under this project to allow the engineer and utilities time to resolve any conflicts that may be discovered. Coordinate all existing utility exposures with the engineer. Arrange for utility locators to mark the utility locations. Notify representatives of the utility owner or their agents at least 24 hours in advance of the work so that they may be present when the work commences.

C.2 Construction Method

Saw cut or core the pavement in a large enough area to provide room for a 12-inch diameter hole. Use a high pressure water jet capable of loosening the base and soils to the depth necessary. Extract the soil gravel and water mix using a wet vacuum machine. Expose the existing utility sufficiently to determine the top elevation and diameter. Take precautions to protect the integrity of the existing utility and avoid and damage to protective coatings or wrappings. Promptly notify the utility owner if any damage or service interruption occurs. Repair any damage caused by the contractor's negligence or carelessness at the contractor's expense.

Survey the horizontal and vertical location of the exposed utility to the nearest 0.1 foot. Identify horizontal locations with a coordinate northing and easting referenced to the Wisconsin County Coordinate System (WCCS), Sheboygan County. Provide elevations referenced to the project bench marks.

Keep the utility exposed and available for visual inspection until all work is completed in a given location. If the utility remains exposed overnight or for a prolonged period of time, cover the hole with traffic rated steel plating and protect with all necessary traffic control devices that may be required by applicable standards or as directed by the engineer.

Backfill the hole with granular backfill conforming to standard spec 209 except that backfill material placed within 18 inches of the exposed utility shall pass a one-inch sieve.

C.3 Documentation

Provide the engineer with coordinates and elevations of each utility referenced to the proposed alignment with a station and offset. Document the size and/or diameter, composition and description of each utility exposed. Provide digital photographs of the exposed utility to the engineer in jpeg format.

D Measurement

The department will measure Exposing Existing Utilities as each individual utility location, acceptably completed. If the distance from the existing ground above the utility to the top of the exposed utility is between 0 and 6 feet, the department will measure each location as a single unit of work. If the distance from the existing ground above the utility to the top of the exposed utility is greater than 6 feet, but less than 12 feet, the department will measure each location as two units of work. Exposures greater than 12 feet in depth are not covered under this item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Exposing Existing Utilities	Each

Payment is full compensation for furnishing all materials including granular backfill; for excavating, disposal of excavated materials, backfilling and compacting; for staking, surveying, measuring, recording and photographing the location of the exposed utility; for providing documentation and photographs of all utility locations to the engineer; and for furnishing all traffic control and safety barriers required during the work.

27. Welded Stud Shear Connectors 5/8 x 6 Inch, Item SPV.0060.11.

A Description

This special provision describes providing and installing 5/8-inch welded stud shear connectors for soldier pile and lagging walls, according to the pertinent requirements of the standard specifications, the plans, and as hereinafter provided.

B Materials

Furnish welded stud shear connectors that are according to the pertinent requirements of standard spec 506.2.7.

C Construction

Weld connectors according to standard spec 506.3.

D Measurement

The department will measure Welded Stud Shear Connectors 5/8 x 6-Inch by each individual unit, acceptably completed. The department will measure the total number of connectors incorporated in the work and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Welded Stud Shear Connectors 5/8 x 6 Inch	Each

Payment is full compensation for providing and installing the shear connectors.

28. Tree Well and Tree Island, Item SPV.0060.12.**A Description**

This special provision describes payment methods for tree preservation details described in standard detail drawing Tree Preservation Details.

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

The department will measure Tree Well or Tree Island as one at each tree location shown on the plans. The department will measure the total number of tree locations in the work and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Tree Well and Tree Island	Each

Payment is full compensation for providing and installing the tree preservation as detailed on the standard detail drawing.

29. Bench, Item SPV.0060.13.**A Description**

This special provision describes furnishing and installing benches and appurtenances.

B Materials

Bench shall be as shown in the plans and as specified herein. The bench shall be manufactured by Dumor, Inc. Model 131, Series 60PL with S-3 Gull Wing grey slats and blue metal, 6-foot length with 3 supports.

C Construction

Install bench according to manufacturer's instructions.

D Measurement

The department will measure Bench 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.0060.13	Bench	Each

Payment is full compensation for furnishing and installing all materials including hardware, fittings, mounting devices, and attachments necessary to completely install the bench.

30. Low Maintenance Seed Mix, Item SPV.0085.01.

A Description

Furnish and sow Low Maintenance Seed Mix according to standard spec 630 and as hereinafter described at the locations shown in the plan.

B Materials

Furnish one of the following seed mixes: "No-Mow" seed mix as produced by Prairie Nursery, Westfield, Wisconsin; "Eco-Grass" as produced by Prairie Moon Nursery, Winona, MN; or an approved equal.

C Construction

Prepare the seed bed according to standard spec 630.3.2. Sow the seed mix according to standard spec 630.3.3. Sow seed at a rate that is according to the manufacturer's recommendations.

D Measurement

The department will measure Low Maintenance Seed Mix by the pound in place, 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.0085.01	Low Maintenance Seed Mix	LB

Payment is full compensation for performing the work as described in standard spec 630.5.

(NER14-1103)

31. Fence Chain Link Polymer Coated 6-Ft, Item SPV.0090.01.

A Description

This special provision describes furnishing and installing new polymer clad chain link fencing to structures according to the pertinent plan details, standard spec 616, as directed by the engineer and as hereinafter provided.

B Materials

Provide chain link fence with a bonded polymer coating and conforming to AASHTO M181 type IV, class B. Provide fabric woven of 9-gage wire in 2-inch diamond pattern mesh with both the top and bottom selvages knuckled. Also provide polymer-coated ties and tension bars conforming to AASHTO M181. Ensure that the color of all fencing components matches the color of the chain link fence fabric the plans specify.

C Construction

Color match the fencing components with the railing framework materials before painting the framework. Install chain link fence fabric conforming to standard spec 616.3.3.3 and the plan details. Touch up painted framework surfaces marred by fencing installation.

D Measurement

The department will measure Fence Chain Link Polymer-Coated 6-Ft. 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.0090.01	Fence Chain Link Polymer Coated 6-Ft	LF

Payment is full compensation for providing, fabricating, transporting, erecting and tensioning all fence components; and for painting the framework, including touch up.

32. Drilled Shaft Foundation, Item SPV.0090.02.

A Description

Install drilled shafts for bridge foundations, as shown on the plans, as directed by the engineer, and as hereinafter provided.

B Materials

B.1 General

Concrete, drilling fluid, reinforcement and formwork shall be according to the requirements of QMP Drilled Shafts, the standard specifications, as shown on the plans, and as hereinafter provided.

In the event that the provisions of other specification clauses cause ambiguity or conflict with the requirement of these special provisions, these special provisions shall take precedence unless otherwise accepted by the engineer.

B.2 Equipment

Equipment used for excavation, drilling, and cleaning operations shall have adequate capacity including power, torque, and down thrust to excavate a hole to a depth equal to the maximum depth of the drilled shafts shown in the plans plus 15 feet, or plus 20 percent of their maximum depth, whichever is greater. Anticipate and make available at the job site all equipment necessary and essential to penetrate soft and hard soils, as well as obstructions, during the construction of the drilled shafts.

When hard soils, or other material encountered cannot be drilled using conventional earth augers with soil or rock teeth, drilling buckets, and/or over reaming tools, provide drilling equipment including, but not limited to, rock core barrels, rock tools, air tools, or any other equipment necessary to construct the drilled shaft excavation to the depth and size as shown on the plans.

When applicable, or required by the engineer, provide equipment that produces a stable slurry suspension, mechanical agitation, and a pipeline or other safe methods of transporting the slurry to the drilled shaft.

B.3 Casing

Permanent casing shall be steel; rigid, smooth, clean, watertight, and of ample strength to withstand both handling and driving stresses and the pressure of both concrete and the surrounding earth materials. The outside diameter of casing shall not be less than the specified size of the drilled shaft. All casing diameters shown on the plans refer to outside diameter, O.D. dimensions. The dimensions of casings are subjected to American Pipe Institute tolerances applicable to regular steel pipe.

B.4 Reinforcing Steel and Spacers

Deformed reinforcing bars shall comply with the size, dimension, spacing, and details shown on the plans. In addition, they shall conform to AASHTO M31, Grade 60, and all the pertinent requirements of standard spec 505. Non-corrosive wheel type spacers and boots shall be used to properly position the reinforcing steel. All reinforcing steel shall be 100% wire tied between the vertical reinforcement and ties.

C Construction

C.1 Drilled Shaft Installation Plan

C.1.1 General

Prepare a Drilled Shaft Installation Plan and submit it at the preconstruction meeting or at least 14 calendar days prior to beginning drilled shaft foundation construction, whichever date is earlier. Submit the Drilled Shaft Installation Plan to the engineer for review; do not start any drilled shaft installation until the engineer accepts the Drilled Shaft Installation Plan. Acceptance of the installation plan does not relieve the contractor of responsibility for successful completion of the drilled shafts.

C.1.2 Submittals

The submitted Drilled Shaft Installation Plan shall include the following:

- a. Job Site Visit. The contractor shall acknowledge that the job site was visited to verify the site conditions with regard to entrance, access, overhead lines, subsurface features, clearing and grubbing, permitting, and collecting all information necessary to plan and execute the installation of the drilled shafts.
- b. Plan to Protect Existing Structures. Outline the steps to be taken during drilled shaft installation to protect adjacent or nearby structures.
- c. Details of Environmental Control Procedures. Provide plan to prevent loss of slurry or concrete into waterways, project areas, or protected areas. Detail method to ensure the compliance with state and federal environmental regulations during drilled shaft construction.
- d. List of Proposed Equipment. Include details of proposed templates; number and sizes of cranes; number and sizes of drills, include rotary torque, crowd force drills, and maximum drilling depth; diameter, length, and reach of augers, bailing buckets, guide walls, templates, and roller bits; cleaning equipment including cleaning buckets, submersible pumps, or air-lifted pumps; size of de-sanding equipment and slurry pumps; soil/rock-coring sampling equipment; inspecting drilled shaft apparatus; length and diameter of tremies or size of concrete pumps; size, length, and thickness of casings; over reaming equipment; and all relevant equipment necessary to complete the drilled shaft installation. Acceptance of the installation plan by the department does not relieve the contractor responsibility to provide other equipment, if necessary, to achieve satisfactory wall installations meeting the requirements of this special provision.
- e. Details of Sequence of Drilled Shaft Installation and Time for Construction Operations. Include a layout of the drilled shaft installation sequence and setting template(s). Include time for installing casings, sealing casing, excavation and/or drilling time, drilled shaft cleaning, rock coring, drilled shaft inspection, concrete placement. The contractor should consider the effect of construction operations of one drilled shaft onto the adjacent drilled shaft(s) and avoid construction conflicts that will affect the quality or integrity of the completed work. Indicate when and what construction sequence modifications shall be performed under atypical situations, i.e., weekend or holiday shutdowns, or unanticipated shutdowns due to equipment issues.
- f. Proposed Drilled Shaft Installation Method(s). Details of the proposed method of installation, including drilling rock or obstructions or steep sloping surfaces, when required, and meeting the minimum installation requirements set forth in subsection C.3. Method for identification of the competent or bearing material before finalizing the excavation. Method for monitoring verticality of the drilled shaft walls during excavation, and details of proposed corrective measures to be implemented for shafts out of tolerance. Details of the means and methods of preventing displacement of the casing and/or drilled shaft during installation.
- g. Details of Slurry Operations. Include slurry type, methods to mix, circulation, desanding, and test the slurry to comply with these special provisions. Submit proposed laboratories for testing and documenting test results.

- h. Inspection and Cleaning. Methods to clean and inspect the drilled shaft excavation prior to reinforcement placement.
- i. Details of Steel Reinforcement Placement During Construction. Include methods to ensure cage centering and cover; cage integrity while lifted during placement, number of cranes, number of lift points, and number of spreader bars; number and location of bottom and side spacers; cage support; and tie downs during concrete placement.
- j. Concrete Placement Plan. The purpose of the Concrete Placement Plan is to ensure that sufficient concrete is at the job site or in transit to the job site so that the entire pour can be done without delay. Include location of the concrete plant, number of trucks, estimated delivery times, estimated time between trucks, and number of trucks at the site before placement begins. Indicate the use of tremie or concrete pump lines and details of the seal to be used at the bottom end of the tremie or concrete pump line. Breakdowns of concrete plants, trucks, or traffic problems shall be considered under this Concrete Placement Plan. Contractor must be aware of batch, travel, and concrete placement times. Include an estimate of the concrete placement and over pouring time per drilled shaft. When applicable, detail excavation to grade and finishing of the drilled shafts.
- k. Casing Removal. Include the details and means by which the contractor intends to remove surface casings and provide information about staged temporary casing removal when applicable.
- l. Methods of Handling and Disposal of Spoil Excavation, Waste Slurry, Waste Concrete, and Drilled Shaft Cutoffs. Present sufficient details to the engineer to evaluate the adequacy and compliance of the contractor's methods of disposal with the standard specifications, including all related environmental permits and local regulations.
- m. Other Information requested on the plans or by the engineer.

C.1.3 Acceptance

The department will evaluate the Drilled Shaft Installation Plan for conformance with the requirements of these special provisions. Within 14 calendar days after receipt of the Drilled Shaft Installation Plan, the engineer will notify the contractor of the acceptance of the plan, or of additional information and/or changes required. Any unacceptable part of the Drilled Shaft Installation Plan will require resubmission. The contractor shall resubmit the necessary changes or additional information of the Drilled Shaft Installation Plan for evaluation and review. The engineer will provide a written notice of acceptance or rejection of contractor's resubmitted Drilled Shaft Installation Plan within 14 calendar days after its receipt. The accepted contractor's Drilled Shaft Installation Plan will be subjected to trial and satisfactory performance in the field, and the engineer will grant final acceptance of the plan after its satisfactory field performance.

After assessment or reassessment of the Drilled Shaft Installation Plan has been made and the engineer has granted its acceptance, do not make any changes to the plan without written consent of the engineer.

C.2 (Vacant)

C.3 Drilled Shaft Installation

C.3.1 General

Construct drilled shaft foundations according to the accepted drilled shaft installation plan. The resulting installation plan shall include length of permanent casing, grouting or other methods to stop loss of drilling fluid or concrete or collapse of soil, details of the constituent materials of any drilling fluid used for stabilization, the method of inspection, details of the concrete design mix, concreting method, the minimum time between the completion of one shaft and the commencement of the next, and the pattern of construction.

Ensure that damage does not occur to the completed shafts through their working methods. Submit to the engineer a drilled shaft installation sequence. The proposed sequence and timing of shaft installation shall be such that the installation work shall not cause any damage to adjacent shafts. The shaft installation shall not commence until acceptance of the engineer has been obtained.

C.3.2 Ground Conditions

Neither the department nor the engineer will accept responsibility for any opinions or conclusions given in any factual or interpretative site investigation reports. Report immediately to the engineer any circumstance, which indicates that in the contractor's opinion the ground conditions differ from those reported in or which could have been inferred from the ground investigation reports or test results.

C.3.3 Sequence of Shaft Installation

The engineer reserves the right and the contractor shall recognize such right to direct the installation of working shafts in any sequence the engineer deems necessary for the satisfactory completion of the work.

C.3.4 Templates

The contractor may elect the use of templates, which will be used in the installations of the shafts to meet the tolerances specified in these special provisions.

C.3.5 Temporary Working Surface

The contractor should use a temporary working surface to provide a level surface at the top of shafts for drilling as needed with minimal environmental impact.

Forcible Correction

Where shafts have not been positioned within the specified limits no method of forcible correction will be permitted.

C.3.6 Records

Keep a record of all shafts installed. Give a copy of the record of the work done each day to the engineer within 24 hours of that day's work being completed. The engineer shall accept the record form before drilled shaft works commence. Incorporate any comment by the engineer into the record form. Note all unexpected drilling or installation conditions in the records.

C.3.7 Drilled Shaft Installation

C.3.7.1 General

The dry method or wet method can be used as necessary to produce a sound and durable structure foundation free of defects. When a particular installation method is required in the special provisions, only that method of construction shall be used. If no particular method is specified for use, select and use one of the methods of construction cited above as determined by the site conditions and needed to properly accomplish the work. Submit to the engineer for acceptance the selected method of construction in the Drilled Shaft Installation Plan described in these special provisions.

Where soil and groundwater conditions vary along the site, a single method of construction may be not appropriated for the entire job site, and one, two, or a combination of methods may be used.

Consider using temporary casing at all sites where the use of the slurry installation method is not possible and where the use of casing, other than surface casing, is necessary to keep the shaft excavation stable.

In other cases, where drilling through materials having a tendency to squeeze or cave and caving or squeezing cannot be controlled by the drilling fluid, advance permanent casing through the unstable condition(s) and to the projected depth by twisting, drilling, or vibrating. Obtain prior approval from the engineer for vibrating the casing. After the casing is in place, excavate inside the casing to the projected shaft tip elevation using the dry or wet excavation techniques described below. Clean the bottom of the excavation; test the drilling fluid for compliance with these special provisions, if applicable. Before withdrawing the temporary casing, ensure that the level of fresh concrete inside the casing is at such level that the pressure of its hydrostatic head displaces up and out the fluid trapped between the annular space between the casing and the drilled shaft wall. The engineer may require the contractor to overream the outside diameter of the drilled shaft before placing the permanent casing.

C.3.7.2 Dry Method

The dry method of drilled shaft installation shall be considered only in conjunction with permanent casing.

The dry installation method consists of drilling the shaft excavation, removing, and cleaning all accumulated loose material from within the cased excavation, placing the reinforcement cage, and pouring the concrete in the dry excavation. This method may be used below the water table when 1½-inches or less of seepage accumulates at the bottom of the drilled shaft excavation over a 1-hour period, and when the sides and bottom of the shaft remain stable without detrimental caving, sloughing, or swelling for a minimum of a 4-hour period. Seepage is defined as the cumulative inflow of groundwater through the voids of the saturated soil mass into the drilled shaft excavation. Measurement of the seepage quantity (depth at bottom of hole) shall be done without any seepage water being pumped out of the shaft excavation by a pump or similar device. Should seepage water

accumulate and be present inside the excavation to a depth of greater than 3 inches at any time prior to concreting, then free fall concrete cannot be placed; instead, employ the tremie or pump procedures to direct the concrete into the excavation.

C.3.7.3 Wet Method

Use the wet installation method, or the casing installation method, for drilled shafts that do not meet the requirements of the dry installation. The wet installation method shall be considered also at all sites where it is impractical to provide a dry excavation for drilling and placing concrete in the drilled shaft. Use the wet method for excavations above or below the water table and with or without casings, depending upon soil type and groundwater conditions. When using the wet method below the groundwater table, all drilled shaft operations shall be accomplished while maintaining 7 feet of positive head of fluid above the water table. A temporary surface casing may be provided to aid in positioning and aligning the drilled shaft and to prevent sloughing of the superficial material.

When using the wet installation method, follow the following steps:

Drill the excavation and keep the drilled shaft always filled with fluid such as water, natural slurry, or slurry.

During excavation, test the properties of the fluid for compliance with these specifications, clean or desand the fluid as applicable.

Clean the bottom of the excavation with a bailing bucket, an airlift, a submersible pump, or other devices after the excavation is completed.

Before lowering the reinforcing cage, test the fluid for compliance with the specifications.

Pour the concrete with a tremie pipe or a pump line extending to bottom of the excavated shaft to displace the fluid up and out of the shaft.

C.3.8 Excavations

C.3.8.1 General

Excavations required for the drilled shafts shall be performed through whatever materials encountered, of the dimensions, and to the elevations shown in the plans, or as directed by the engineer. The excavation and installation method shall be suitable for the intended results and materials encountered. Blasting is not permitted.

Maintain a construction log during the drilled shaft excavation. Include on the construction log information such as ground elevation, groundwater elevation, sequence number, method of installation, machines and tools employed, drilling fluids employed, drilling times, excavated materials and their particular elevations, soil/rock-cores samples and their particular elevations, rock sockets and their elevation, bells plus their size and elevations, and all other information relevant to the excavation process that will assist the engineer in evaluating the foundation. Information shall also include proposed methods for disposal of excavated material and slurry according to state and local environmental regulations, codes and ordinances, the standard specifications, or as directed by the engineer.

Sidewall overreaming shall be required when the sidewall of a drilled shaft as determined by the engineer have either softened due to, but not limited to, excavation methods,

swelled due to delays in concreting, or degradation because of slurry cake buildup. The engineer shall direct the thickness and extent of sidewall overreaming. However, overreaming thickness shall be 1/2-inch minimum and 3-inches maximum. The contractor shall bear all the costs associated with sidewall overreaming and concrete required to fill the additional overreaming volume of excavation.

C.3.8.2 Templates

Templates will be required for the installation of drilled shaft foundations if the contractor cannot demonstrate and consistently achieve during construction, proper position and alignment of the installed drilled shaft foundations within specified tolerances without templates.

C.3.8.3 Protection of Existing Structures

Take all reasonable precautions to prevent damage to existing structures and utilities. These measures shall include, but are not limited to, vibration monitoring or subsidence control during driving of casings, sheets, or drilling.

C.3.8.4 Overburden Drilled Shaft Excavation

Provide the necessary equipment to remove and dispose of all materials encountered in forming the drilled shaft excavation to the dimension and elevation as shown on the plans, or as directed by the engineer. Contractor's equipment may include, but are not limited to, augers and rotary drills. Unless otherwise shown on the plans, the drilled shaft excavations in overburden materials shall be vertical bored holes extending from the ground surface down to design tip elevation or the competent soil material, whichever is greater, where competent soil material is defined as the soil that will provide support and satisfactory performance to the structure.

In case of groundwater or severe seepage condition, with the flow of water very difficult to control, take appropriate measures including excavation with drilling fluid or excavation through a casing as indicated in the Drilled Shaft Installation Plan.

C.3.8.5 Obstructions

Remove obstructions at drilled shaft locations. Special tools and/or procedures shall be used when the contractor cannot advance the hole more than 1 foot in 30 minutes using conventional rock augers fitted with teeth, drilling buckets, or underreaming tools operating at maximum power, torque, and down thrust. Special procedures/tools may be required but are not limited to chisels, boulder breakers, core barrels, air hammer tools, and hand excavation. Other methods for obstruction removal such as temporary casing or hole diameter increase can be employed to aid in the removal. Blasting shall not be permitted.

C.3.8.6 Lost Tools

Drilling tools that are lost in the excavation shall not be considered obstructions and shall be promptly removed. All costs due to removal of lost tools shall be borne by the contractor including costs associated with hole degradation during removal operations or time while the hole remains open.

C.3.8.7 Inspections and Cleanliness of Excavation

Provide the details of drilled shaft inspection and cleanliness within the Drilled Shaft Installation Plan, required by subsection C.1.2 of this specification. Provide equipment and tools for checking the dimensions and alignment of each drilled shaft excavation, and coordinate schedules for inspection of the excavation with the engineer. Determine dimensions, alignment, and final depth of the drilled shafts after final cleaning. When applicable, provide safe access and egress to the engineer for inspection of the walls and bottom of the drilled shaft excavation prior to placement of the rebar cage and concrete. After the drilled shaft excavation has been prepared for inspection, notify the engineer. The cleanliness and the bearing surface of the drilled shafts will be evaluated and accepted by the engineer. Unless the engineer specifies otherwise, the contractor's cleaning operation shall be considered sufficient when no more than 50 percent of the bottom area of each shaft has less than ½-inch of sediment or debris at the time of hole acceptance prior to steel positioning and concrete placement. The maximum depth of sediment or any debris at any location on the bottom of the shaft shall not exceed 1½-inches.

C.3.8.8 Safety

Do not permit any worker to enter the drilled shaft excavation for any reason unless a suitable casing has been installed, the water level has been lowered and stabilized below the level to be occupied, and an adequate safety equipment and procedures have been provided to the personnel entering the excavation, which includes OSHA certification for confined-entry-space.

C.3.8.9 Record Information

Provide the department with all of the drilled shaft excavation records and report any unusual observation to the engineer within 8 hours of discovery. Submit a draft of this form for each completed drilled shaft within 24 hours of shaft completion, and submit the final form within 2 weeks. Submit relevant information on a daily basis, or more frequently when variation occurs, or as otherwise required by the engineer.

Report the drilled shaft construction progress according to "Inspection and Reporting Forms," Drilled Shafts: Publication No. FHWA - IF-99-025, Appendix F, pages F-1 through F- 8.

C.3.9 Placement of Reinforcing Steel Cage

Prior to placement of the reinforcing steel and concrete, if slurry fluid was employed during the installation of the drilled shaft, test the slurry for compliance with this specification as described in the QMP, Drilled Shafts special provision. Perform Slurry Tests along the shaft and a minimum of once at the bottom of the shaft. Correct the slurry as necessary to meet the specifications.

Use concrete spacers or non-corrosive spacers at sufficient intervals not exceeding 10 feet along the reinforcement cage. Space a minimum of three spacers evenly around the circumference of any shaft with a maximum space along the shaft circumference of 30 inches between any spacer, i.e., at any given level then a 5-foot diameter shaft shall

have 5 spacers. Place the first spacers 1.5 feet from the bottom of the shaft with successive spacer intervals every 10 feet, maximum along the shaft. Spacers shall be of an appropriate diameter wheel to eliminate gaps between the shaft excavation walls and the steel reinforcement.

C.3.10 Concrete Placement

C.3.10.1 General

Test the concrete delivered to the job site for compliance with the QMP Drill Shafts special provision and these special provisions.

C.3.10.2 Concrete Placement Time

Place concrete within three hours after the hole is approved by the engineer, unless otherwise directed by the engineer. If the concrete is not placed within this time frame, the hole will have to be re-inspected and accepted by the engineer prior to concrete placement.

C.3.10.3 Concrete Placement by Free Fall

The contractor can place concrete by the free fall method, where the installation of drilled shafts is done by the dry method or the cased method if the seepage criteria is met. Allow concrete to fall a maximum of 10 feet. Do not allow under any circumstance the concrete to strike the rebar cage, steel core, or the sides of the excavation. Direct the concrete to the center of the cage or guide walls using a drop chute or similar device.

C.3.10.4 Concrete Placement by Tremie Pipes

Use tremie pipes to place the concrete inside the excavation under the following conditions:

Where the excavation is filled with a drilling fluid such as water or slurry;

Where the drilled shaft is installed on a batter; or

Where a dry excavation may collapse under the shock of the waves of the free falling concrete.

Always keep the discharge end of the tremie a minimum of 7 feet below the level of the fresh concrete already placed inside the excavation to maintain a seal. The concrete should flow into position by pressure through a tremie with a minimum diameter of 10 inches. Seal the bottom of the tremie before lowering it into the wet excavation. If water/slurry enters the tremie pipe after concrete pouring has started, withdraw the tremie and clean, reseal, and restart the pouring. Seal the bottom of the tremie to prevent flow into the tremie. If for some reason, the tremie is raised out of the fluid concrete or the concrete inside the drilled shaft drops down contaminating the tremie, then completely remove and clean the tremie, then replace the seal at the bottom of the tremie, and lower the tremie back as far below as possible into the already placed concrete.

C.3.10.5 Concrete Placement by Concrete Pumps

Concrete pumps and concrete lines can be used to place concrete in drilled shafts rapidly. Concrete pumps are used to place concrete in shaft excavations filled with water or slurry, to pour large or deep-drilled shafts, or to deliver the concrete from a distant location.

All pump lines and connections shall be watertight and shall guide the concrete to the discharge point at the center of the rebar cage or steel core and drilled shaft excavation. The pump line can be flexible; however, its portion at the end of the line and inside the excavation must be made of rigid and heavy steel so that it will stay straight during concreting. Keep the bottom of the pump line or discharge orifice 7 feet below the surface of fluid concrete already placed to avoid sudden jumping of the pump line out of the excavation. Continue placing concrete until over pouring is evident at the top of the drilled shaft and until dark gray concrete (acceptable concrete) can be distinguished from the drilling fluid.

C.3.10.6 Casting Level

Pour concrete not less than 1-foot above the cut-off level ('overcast') to ensure that all concrete at and below cut-off level is homogeneous and free of laitance and deleterious matter.

C.3.10.7 Water Retention

Repair any cracks, joint, defect of shaft where on exposure of the structure foundation visible running water leaks are found that would result in leakage of the foundation.

C.3.11 Construction Tolerances for Individual Shafts

Completed drilled foundation shafts constructed out of the tolerance are unacceptable. The contractor is responsible for correcting to the satisfaction of the engineer all unacceptable work. Materials, construction, work, engineering analysis, and redesign necessary to complete corrections to out-of-tolerance excavations or completed drilled shafts shall be furnished to the department without either cost or time extension for the project. Comply with the following construction tolerances:

- a. The final, as constructed position of the center of the drilled shaft shall be within a maximum of 2 inches in any direction from the theoretical position shown on the plans, unless otherwise permitted by the engineer prior to construction.
- b. The vertical alignment of the drilled shaft excavation shall not vary from the vertical alignment of the drilled shaft more than 1 in 200.
- c. When a permanent casing is used, the diameter of the installed drilled shaft shall not be less than the diameter of the drilled shaft shown on the plans. Any conflicts due to a casing that is greater in diameter than the plan-shaft diameter shall be remedied by the contractor. No additional compensation or schedule time shall be granted to the contractor for resolving any conflicts due to oversized casings.
- d. Employ equipment and methods of excavation to complete the drilled shaft excavation to a planar bottom; the cutting edges of the equipment used during the excavation shall be normal to equipment's vertical axis within a tolerance of 3/8-inch per foot of diameter. The bottom of the drilled shaft excavation shall be normal to the axis of the drilled shaft within 3/4-inch per foot of drilled shaft diameter.
- e. Tolerances outlined in sections a to d herein shall be checked and finally met by the contractor prior to placement of the reinforced rebar cage inside the shaft hole.

- f. After the concrete is poured, the top elevation of the built drilled foundation shaft shall be within 1 inch of the top elevation of the corresponding drilled foundation shaft on the plans, and the top of the reinforcing steel cage shall be no more than 6 inches above or no more than 3 inches below the location of the cage shown on the plans. The center of the reinforcing cage shall also be the center of the drilled shaft.

C.3.12 Acceptance for Constructed Drilled Foundation Shafts

C.3.12.1 General

The engineer will reject any drilled foundation shafts that are not constructed and installed according to these special provisions. Rejected shafts shall be replaced or rectified by the contractor and subject to the acceptance of the engineer. This includes the removal and reinstallation of shafts and construction of additional compensation shafts, at no additional cost to the department. The installation tolerances shall be measured upon excavation of the wall.

C.3.12.2 Based on Specifications

The department will only accept drilled shafts for structure foundations that conform to these special provisions. Drilled shafts and related work construction disregarding any specified requirement will not be accepted including:

- a. Drilled shaft excavations constructed out-of-tolerance, as specified in this specification. When repair to an out-of-tolerance shaft is possible, as determined by the engineer, fix the drilled shaft to meet the tolerances before proceeding further with any drilled shaft construction. All repairs must be acceptable to the engineer before the drilled shaft work is resumed.
- b. Excavation of a drilled shaft with slurry not conforming to the QMP, Drilled Shafts special provision.
- c. Drilled shafts exhibiting cuttings from slurry at the drilled shaft bottom showing soft, incomplete, or unclean bottoms, or presenting side sloughing and sedimentation at the bottom.
- d. Shafts with honeycomb intrusions or concrete in which the fines have been washed out or water channels in concrete are present.
- e. Horizontal discontinuity or severe necking in the drilled shaft concrete.
- f. Quarter-moon-shaped soil intrusions on the sides of a drilled shaft.
- g. Folded-in debris inside the drilled shaft.
- h. Drilled shafts for which the mix design has been altered without the acceptance of the engineer, including adding of unauthorized water to a mix design to bring it to certain slump.
- i. Drilled shafts constructed in a manner where concrete placement has failed to meet the required time and tolerances, or the methods of installation did not have the engineer's acceptance.
- j. Drilled shafts constructed with concrete not meeting the minimum 56-day compressive strength (3500-psi) requirement.

D Measurement

The department will measure the number of linear feet of Drilled Shaft Foundation of individual shafts, acceptably completed, will be based on the plan quantity (length)

without measurement. Longer shaft diameters, additional excavation, and additional concrete placed beyond the limits of the plan dimensions will not be measured for payment unless authorized and agreed to in advance of placement by the engineer

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Drilled Shaft Foundation	LF

Payment is full compensation for test core, permanent casing, and guide walls; placing and removing temporary working surfaces; furnishing and using drilling fluids; furnishing documentation; removing obstructions; removing concrete due to oversizing, blowouts or protrusions from the face of the shafts; drilling the shafts, handling and disposing of the excavated, augered and cored soils, and any drilling fluids; positioning steel, wheel type spacers and boots; and furnishing and placing the concrete for the drilled shafts to the dimensions and elevations as shown on the plans.

Reinforcement bars are measured and paid under the bid item Bar Steel Reinforcement HS Coated Bridges.

33. Foundation Drilling, Item SPV.0090.03.

A Description

This special provision describes pre-drilling holes for the installation of soldier piles, according to the pertinent requirements of the standard specifications, the plans, and these special provisions.

B (Vacant)

C Construction

Determine the proper means, methods, and procedure for accomplishing the work as specified herein and on the plans. Submit the proposed method for foundation drilling before beginning construction. Perform all work according to the rules and regulations of the local, state, and federal governing authorities having jurisdiction over the project site.

Drill holes to the diameter and depth as shown on the plans. Uncased shafts may be used where the sides and the bottom may be visually inspected before placing the soldier pile and concrete. Use casings or alternative methods during drilling methods to maintain an open shaft if necessary.

Locate the soldier pile holes to within the following tolerances:

Horizontal Location	3 inches
Vertical Location	1 inch
Vertical Alignment	1/8 inch/ft
Hole Diameter	Minus 0 inches, plus 4 inches, per plan dimensions

Provide equipment for checking the dimensions and alignment of each shaft. Remove loose material from the bottom of the shaft. Leave no more than 2 feet of standing water in the shaft before beginning soldier pile installation.

The subsurface conditions may vary at this site. Review the geotechnical report of the exploration borings that were taken. The possibility of encountering difficult soil conditions, cobbles, or boulders at any pile location should be anticipated when selecting equipment and methods for constructing the holes. In addition, the possibility of isolated perched water zones may exist.

D Measurement

The department will measure Foundation Drilling by the linear foot, acceptably completed as measured from the bottom of the footing elevation shown on the plan to the top of existing grade elevation or to the elevation where the Foundation Drilling begins, whichever is lower.

Plan quantities are based on drilling from the existing grade elevations but the quantity may be less if the contractor excavates the soil for a working surface before drilling. Drilling through backfill that was placed by the contractor will not be included for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Foundation Drilling	LF

Payment is full compensation for drilling holes, for furnishing casing or alternative drilling methods as necessary; and for benching of the work area.

34. Concrete Curb and Gutter Type A, Special, Item SPV.0090.04; Type D, Special, Item SPV.0090.05.

A Description

Construct concrete curb and gutter according to standard spec 601 and as shown in the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Curb and Gutter Type A and D, Special by the linear foot, acceptably completed.

E Payment

Modify Traffic Signals will be paid at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Concrete Curb and Gutter Type A, Special	LF
SPV.0090.05	Concrete Curb and Gutter Type D, Special	LF

Payment will conform to standard spec 601.5 of the standard specification.

35. Temporary Non-Intrusive Vehicle Detection System for Intersections, Union Avenue and Taylor Drive, Item SPV.0105.01.

A Description

This special provision describes furnishing, installing, maintaining and placing into operation a temporary non-intrusive vehicle detection system (NIVDS) as shown on the plans, and as directed by the construction management engineer in the field.

B Materials

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway and provides detection outputs to a traffic signal controller. The materials shall also include all brackets, mounting hardware, cable, terminations, interface panels, and all other incidentals for the installation of the non-intrusive vehicle detection equipment. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS2 specifications.

All detection equipment, components, and terminations supplied under this item shall be fully compatible with the temporary traffic signal controller supplied for the project. The system architecture shall fully support Ethernet networking of system components. All required interface equipment needed for transmitting and receiving data shall be provided with the temporary NIVDS.

The temporary NIVDS shall provide flexible detection zone placement anywhere and at any orientation. Preferred detector configurations shall be detection zones placed across lanes of traffic for optimal count accuracy, detection zones placed parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles. Detection zones shall be able to be overlapped for optimal road coverage.

C Construction

The temporary NIVDS shall be installed by supplier factory-certified installers and as recommended by the supplier and documented in installation materials provided by the supplier.

In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), the contractor shall be obligated to advise the engineer before setting the zone.

The non-intrusive vehicle detection system, as shown in the traffic signal construction plans, shall be complete, in place, tested, and in full operation during each stage of construction.

Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and with approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working properly and aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

Ensure the non-intrusive vehicle detection system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

D Measurement

The department will measure Temporary Non-Intrusive Vehicular Detection System for Intersections (Location) will be measured as a single lump sum unit of work, acceptably completed.

E Payment

Temporary Non-Intrusive Vehicular Detection System for Intersections (Location) will be paid for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Temporary Non-Intrusive Vehicle Detection System for Intersections, Union Avenue and Taylor Drive	LS

Payment is full compensation for furnishing and installing the temporary non-intrusive vehicle detection system, including cabling, mounting brackets, mounting hardware, terminations, interface panels, testing and set up; periodic checking and resetting of detection zones; periodic cleaning for dirt and dust build-up; and for removing all equipment at the completion of the project.

- 36. Modify Traffic Signals, Intersection of Taylor Drive and Union Avenue, Item SPV.0105.02, Intersection of Taylor Drive and Indiana Avenue, Item SPV.0105.03, Intersection of Taylor Drive and New Jersey Avenue, Item SPV.0105.04, and Intersection of Taylor Drive and Erie Avenue, Item SPV.0105.05.**

A Description

This special provision describes the removing of above- and under-ground existing traffic signal equipment at the specified project intersections, and modifying other existing traffic signal equipment (including the traffic signal cabinet and its contents) to function as shown on the plans and not otherwise separately measured and paid.

Removal and restoration of sidewalk, curb and gutter, landscaped areas, and other areas disturbed by the signal modification work is incidental to this item

B (Vacant)

C Construction

Arrange for the removal of the traffic signal equipment after receiving approval from the construction management engineer that the existing equipment can be removed.

Above-ground traffic signal items shall be returned to the City of Sheboygan or Sheboygan County, as applicable, after removal. Removed pull box lids and rims shall be returned to the City of Sheboygan or Sheboygan County, as applicable. Corrugated pull box bodies, concrete bases, and any removed conductors and wire shall be properly disposed of.

D Measurement

The department will measure Modify Traffic Signals (Location) will be measured as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

Modify Traffic Signals will be paid at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Modify Traffic Signals, Intersection of Taylor Drive and Union Avenue	LS
SPV.0105.03	Modify Traffic Signals, Intersection of Taylor Drive and Indiana Avenue	LS
SPV.0105.04	Modify Traffic Signals, Intersection of Taylor Drive and New Jersey Avenue	LS
SPV.0105.05	Modify Traffic Signals, Intersection of Taylor Drive and Erie Avenue	LS

Payment is full compensation for removing and disassembling traffic signals and street lighting, scrapping of some materials, disposing of scrap material, modifying the traffic signal cabinet and its contents, modifying cabling, wiring and conduit, and for delivering the indicated materials to the city or county.

37. Concrete Pavement Joint Layout, Item SPV.0105.06.

A Description

This special provision describes providing a concrete pavement joint layout design for intersections and marking the location of all joints in the field.

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement to prevent uncontrolled cracking. Submit

a joint layout design to the engineer before paving each intersection. Mark the location of all concrete pavement joints in the field. Follow the plan details for joints in concrete pavements making adjustments as required to fit field conditions.

D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit for all joint layout designs and marking, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.06	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

38. Prefabricated Steel Truss Bridge B-59-188 LRFD, Item SPV.0105.07.

A Description

Furnish a fully engineered, fabricated steel truss pedestrian bridge structure, including bearings, and transport and erect it as shown in the plans, according to Part 5 Structures of the standard specifications, and as hereinafter provided. These specifications shall be regarded as minimum standards for design and construction.

B Materials

B.1 Approved Manufacturers

The bridge shall be designed and manufactured by an approved designer and supplier selected from the department's approved products list.

To be eligible for this project, pre-fabricated bridges from other manufacturers must be pre-approved prior to the bid opening date. Applications for pre-approval may be submitted at any time. Prepare the application according to the department requirements. If needed, obtain information and assistance with the pre-approval process from the Structures Design Section in the Bureau of Structures, Room 601 of the Hill Farms State Transportation Building in Madison, or by calling (608) 266-8494.

B.2 Design Requirements

Structural design of the pedestrian bridge shall be by a professional engineer registered in the State of Wisconsin.

Design the bridge according to the most recent edition of the AASHTO LRFD Bridge Design Specifications, all current interims, and the AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, except as modified herein.

Design welded tubular connections according to the Structural Welding Code-Steel ANSI/AWS D1.1. The fracture critical requirements of ANSI/AWS D1.5 do not apply, and Charpy V-notch impact testing will not be required. Loading shall be as stated in Section 3 of the AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges. The bridge shall be a half-through truss with profile as shown on the plans with one diagonal per panel. Chords, diagonals, verticals, bracing, and floor beams may be tube steel. Tube steel shall have a minimum thickness of ¼-inch. All other steel shapes shall have a minimum thickness of 5/16-inch. Field splices shall be bolted with ASTM A325 high strength bolts according to the “Specifications for Structural Joints Using ASTM A325 or A490 Bolts”. Type 3 bolts are required for weathering steel. For top and bottom chord field splices, splice plates are required on both the inside and outside surface of all four sides of the spliced tubing so that each bolt will be acting in double shear. Nuts may be welded to the splice plates to hold them in place during installation. When the collection of water inside a structural tube is a possibility, either during construction or during service, provide the tube with a drain hole at its lowest point.

If the profile grade line is on a crest vertical curve, camber the bridge to match the profile grade line shown on the plans plus the calculated dead load deflection. For a single span bridge, if the profile grade line has a constant slope (no vertical curve), camber the bridge to offset the calculated dead load deflection plus an amount equal to 1% of the bridge length. For a bridge with two or more spans, if the profile grade line has a constant slope (no vertical curve), camber the bridge to offset the calculated dead load deflection only. Douglas Fire Larch, select structural, S1S2E, azca treated, 3”x10” or 12” nominal decking shall be provided over the floor beams at a 45 degree angle as shown on the contract plans. Planks shall be placed rough side up. The deck shall be designed to hold a wheel load located 1 foot from the face of the curb or toe plate, or a pedestrian live load of 90 psf, whichever controls.

Use load factors of 1.25 for dead load and 1.75 for live load for the design of the wood decking. Design the bridge for expansion and contraction with a temperature range of -30° F to 120° F. Utilize Teflon slip pads or other approved material on the sliding surface of the expansion bearing assembly.

Provide handrails on bridge as shown on Plans. Provide cantilevered overlook to east side of bridge as shown on plans.

B.3 Plan Requirements and Submittals

Electronically submit the superstructure plans/shop drawings and design computations to the engineer for acceptance by the Structures Design Section. Make the submittal no later than 12 weeks after date of notice of contract approval. Allow the following time period in the construction schedule: 20 calendar days after the first receipt of plans by the Structures Design Section for a complete initial review of the design and plans submittal, and an additional 20 calendar days for any necessary revisions and/or corrections.

In the submittal, include the following:
Basic design criteria shown on the design plans.

Complete detailed drawings of all structural steel connections, sizes of members, span lengths between bearing points, skews, walkway widths, height of handrails and safety rails, bearing assembly details, anchor bolt locations, bridge deck material, design data, materials data, and dead and live load bearing reactions.

Engineer's certification. The plans shall be sealed, signed, and dated by a professional engineer registered in the State of Wisconsin.

One set of design calculations with independent checks.

The department will return plans (electronically) from this submittal, and any subsequent submittals, to the contractor, either indicating acceptance or marked with required revisions and/or corrections. Provide the engineer copies of final plans to be used in fabrication and construction.

B.4 Weld Testing

An independent agency shall perform nondestructive weld testing; the manufacturer shall pay for this testing. All welds are to be visually inspected except as noted below.

Ten percent of all fillet welds shall be magnetic particle tested.

All full penetration welds of chords shall be ultrasonically or radiographically tested.

Bottom chord welded tube splices for tube thicknesses less than 3/8-inches thick shall be radiographically tested or covered with fillet welded splice plates with non-intersecting welds which develop 75% of the spliced member strength.

Submit electronically a written testing report upon completion.

C Construction

C.1 Delivery and Erection

Deliver the bridge by truck to the location that is nearest to the site and accessible by road. The contractor is responsible for unloading the bridge from the trucks at the time of arrival.

The manufacturer shall notify the contractor in advance of the expected arrival time. Information regarding delays after the trucks depart the plant such as inclement weather, delays in permits, rerouting by public agencies, or other circumstances shall be passed on to the contractor as soon as possible.

The manufacturer shall provide an erection procedure to the contractor and shall advise the contractor of the actual lifting weights, attachment points, and all other pertinent information needed to install the bridge. Unloading, splicing, bolting, and providing proper lifting equipment as well as all tools, equipment, labor, and miscellaneous items required to complete the work is the responsibility of the contractor. The procedure for bolting field splices shall be given to the contractor by the manufacturer.

C.2 Finishes

When unpainted steel is specified on the plans, all fabrications shall be produced from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing, ASTM A606 sheet, and/or ASTM A588, ASTM A242, or ASTM A709 Grade 50W plate and structural steel shapes (Fy=50,000 psi) with a minimum corrosion index of 5.8 per ASTM G101.

Blast-clean all exposed surfaces of weathering steel according to Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning (SSPC-SP7), latest edition. Exposed surfaces of weathering steel shall be defined as those surfaces seen from the deck and from outside the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below the deck, and bottom of the the bottom chord do not need to be blasted.

D Measurement

The department will measure Prefabricated Steel Truss Pedestrian Bridge B-59-188 LRFD, as a single lump sum unit of work for the bridge, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.07	Prefabricated Steel Truss Bridge B-59-188 LRFD	LS

Payment is full compensation for designing, manufacturing, transporting and erecting the pedestrian bridge; furnishing bearing plates, pads, bolts, anchors bolts, and grout.

39. Prefabricated Steel Truss Bridge B-59-189 LRFD, Item SPV.0105.08.

A Description

Furnish a fully engineered, fabricated steel truss pedestrian bridge structure, including bearings, and transport and erect it as shown in the plans, according to Part 5 Structures of the standard specifications, and as hereinafter provided. These specifications shall be regarded as minimum standards for design and construction.

B Materials

B.1 Approved Manufacturers

The bridge shall be designed and manufactured by an approved designer and supplier selected from the department's approved products list.

To be eligible for this project, pre-fabricated bridges from other manufacturers must be pre-approved prior to the bid opening date. Applications for pre-approval may be submitted at any time. Prepare the application according to the department requirements. If needed, obtain information and assistance with the pre-approval process from the Structures Design Section in the Bureau of Structures, Room 601 of the Hill Farms State Transportation Building in Madison, or by calling (608) 266-8494.

B.2 Design Requirements

Structural design of the pedestrian bridge shall be by a professional engineer registered in the State of Wisconsin.

Design the bridge according to the most recent edition of the AASHTO LRFD Bridge Design Specifications, all current interims, and the AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, except as modified herein.

Design welded tubular connections according to the Structural Welding Code-Steel ANSI/AWS D1.1. The fracture critical requirements of ANSI/AWS D1.5 do not apply, and Charpy V-notch impact testing will not be required. Loading shall be as stated in Section 3 of the AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges. The bridge shall be a half-through truss with profile as shown on the plans with one diagonal per panel. Chords, diagonals, verticals, bracing, and floor beams may be tube steel. Tube steel shall have a minimum thickness of ¼-inch. All other steel shapes shall have a minimum thickness of 5/16-inch. Field splices shall be bolted with ASTM A325 high strength bolts according to the “Specifications for Structural Joints Using ASTM A325 or A490 Bolts”. Type 3 bolts are required for weathering steel. For top and bottom chord field splices, splice plates are required on both the inside and outside surface of all four sides of the spliced tubing so that each bolt will be acting in double shear. Nuts may be welded to the splice plates to hold them in place during installation. When the collection of water inside a structural tube is a possibility, either during construction or during service, provide the tube with a drain hole at its lowest point.

If the profile grade line is on a crest vertical curve, camber the bridge to match the profile grade line shown on the plans plus the calculated dead load deflection. For a single span bridge, if the profile grade line has a constant slope (no vertical curve), camber the bridge to offset the calculated dead load deflection plus an amount equal to 1% of the bridge length. For a bridge with two or more spans, if the profile grade line has a constant slope (no vertical curve), camber the bridge to offset the calculated dead load deflection only. Douglas Fire Larch, select structural, S1S2E, azca treated, 3”x10” or 12” nominal decking shall be provided over the floor beams at a 45 degree angle as shown on the contract plans. Planks shall be placed rough side up. The deck shall be designed to hold a wheel load located 1 foot from the face of the curb or toe plate, or a pedestrian live load of 90 psf, whichever controls.

Use load factors of 1.25 for dead load and 1.75 for live load for the design of the wood decking. Design the bridge for expansion and contraction with a temperature range of -30° F to 120° F. Utilize Teflon slip pads or other approved material on the sliding surface of the expansion bearing assembly.

Provide Douglas Fire Larch 2” x6” nominal wooden rails back to back to 42” height as shown on plans. The purpose of these rails is to prevent snow and ice from falling onto railroad tracks. Install protective screening along bridge length as shown on the plans. Protective screening shall be 9-gauge chain link fence with 2-inch mesh, polymer coated as shown on the plans.

B.3 Plan Requirements and Submittals

Electronically submit the superstructure plans/shop drawings and design computations to the engineer for acceptance by the Structures Design Section. Make the submittal no later than 12 weeks after date of notice of contract approval. Allow the following time period in the construction schedule: 20 calendar days after the first receipt of plans by the Structures Design Section for a complete initial review of the design and plans submittal, and an additional 20 calendar days for any necessary revisions and/or corrections.

In the submittal, include the following:

Basic design criteria shown on the design plans.

Complete detailed drawings of all structural steel connections, sizes of members, span lengths between bearing points, skews, walkway widths, height of handrails and safety rails, bearing assembly details, anchor bolt locations, bridge deck material, design data, materials data, and dead and live load bearing reactions.

Engineer's certification. The plans shall be sealed, signed, and dated by a professional engineer registered in the State of Wisconsin.

One set of design calculations with independent checks.

The department will return plans (electronically) from this submittal, and any subsequent submittals, to the contractor, either indicating acceptance or marked with required revisions and/or corrections. Provide the engineer copies of final plans to be used in fabrication and construction.

B.4 Weld Testing

An independent agency shall perform nondestructive weld testing; the manufacturer shall pay for this testing. All welds are to be visually inspected except as noted below.

Ten percent of all fillet welds shall be magnetic particle tested.

All full penetration welds of chords shall be ultrasonically or radiographically tested.

Bottom chord welded tube splices for tube thicknesses less than 3/8-inches thick shall be radiographically tested or covered with fillet welded splice plates with non intersecting welds which develop 75% of the spliced member strength.

Submit electronically a written testing report upon completion.

C Construction

C.1 Delivery and Erection

Deliver the bridge by truck to the location that is nearest to the site and accessible by road. The contractor is responsible for unloading the bridge from the trucks at the time of arrival.

The manufacturer shall notify the contractor in advance of the expected arrival time. Information regarding delays after the trucks depart the plant such as inclement weather,

delays in permits, rerouting by public agencies, or other circumstances shall be passed on to the contractor as soon as possible.

The manufacturer shall provide an erection procedure to the contractor and shall advise the contractor of the actual lifting weights, attachment points, and all other pertinent information needed to install the bridge. Unloading, splicing, bolting, and providing proper lifting equipment as well as all tools, equipment, labor, and miscellaneous items required to complete the work is the responsibility of the contractor. The procedure for bolting field splices shall be given to the contractor by the manufacturer.

C.2 Finishes

When unpainted steel is specified on the plans, all fabrications shall be produced from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing. ASTM A606 sheet, and/or ASTM A588, ASTM A242, or ASTM A709 Grade 50W plate and structural steel shapes ($F_y=50,000$ psi) with a minimum corrosion index of 5.8 per ASTM G101.

Blast-clean all exposed surfaces of weathering steel according to Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning (SSPC-SP7), latest edition. Exposed surfaces of weathering steel shall be defined as those surfaces seen from the deck and from outside the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below the deck, and bottom of the the bottom chord do not need to be blasted.

D Measurement

The department will measure Prefabricated Steel Truss Pedestrian Bridge B-59-189 LRFD, as a single lump sum unit of work for the bridge, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.08	Prefabricated Steel Truss Pedestrian Bridge B-59-189 LRFD	LS

Payment is full compensation for designing, manufacturing, transporting and erecting the pedestrian bridge; furnishing bearing plates, pads, bolts, anchors bolts, and grout.

40. Timber Boardwalk, Item SPV.0105.09.

A Description

This special provision describes the design, furnishing materials and construction of a Boardwalk according to the lines, dimensions, elevations and details as shown on the plans and provided in the contract.

B Materials

B.1 General

Furnish all hardware and materials to erect the Boardwalk. Furnish materials conforming to the design requirements defined in B.2 Design Requirements. Materials not outlined in B.2 Design Requirements shall conform to the latest editions of the Standard Specifications for Highway and Structure Construction.

B.2 Design Requirements

Design Documents

It is the responsibility of the contractor to supply the design and supporting documentation as required by this special provision for review by the department to show the proposed Boardwalk design is in compliance with the design specifications. Four copies of the following shall be submitted to the engineer for review and acceptance no later than 60 days from the date of notification to proceed with the project.

The design/shop plans shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8 ½" x 11 inch sheets and shall contain the project identification number, structure number, name or designation of item being designed, date of preparation, initials of designer and checker, and page number at the top of the page. All plans and calculations shall be signed, sealed and dated by a professional engineering licensed in the State of Wisconsin. The design life of the boardwalk and all components shall be 25 years.

The contractor shall design the connections between the support members of the boardwalk as well as the connections between the boardwalk and the concrete piers. Timber members shall not be placed in direct contact with concrete.

This work shall consist of furnishing the design, construction plans, construction specifications, shop drawings, materials and the construction a timber boardwalk as shown on the plans and according to the DOT Bridge Manual and applicable portions of the American Association of State Highway Transportation Officials (AASHTO) Standard Specification for Highway Bridges including interim specifications, the standard specifications, and standard engineering design procedures as determined by the department.

B.3 Loadings

The Boardwalk shall be designed for the loads and limits indicated on the plans and shall include the effects of a loaded H-5 maintenance truck.

B.4 System Components

Connections

All connections shall effectively transfer loads, utilize durable materials and be as free from maintenance as possible. Connections shall conform to the American Institute of Timber Construction Standards and shall be designed to the aforementioned loading, accommodate member shrinkage and other typical loading events. Connections shall consist of minimum 3/8 inch hot dipped galvanized steel girder seats and beam hangers

with minimum 1/2 inch diameter, ASTM A307 Grade A, hot dipped galvanized bolts. Steel shall conform to requirements of ASTM A-36. Girder seats shall have integral anchors or grade 304 stainless steel anchor bolts. All timber members shall be separated from masonry or concrete by a minimum of 1/2 inch on all sides.

Conform to standard spec 507.2.6. All hardware shall be hot dipped galvanized per ASTM A153. Welding shall conform to AWS standards.

Douglas Fir Larch Timber Deck

Douglas Fir Larch timber deck shall be select structural; S1S2E, acza treated planks.

Structural Glued Laminated Timber

Structural Glued Laminated Timber (Glulam) girders and beams shall conform to the American Institute of Timber Construction Standard Specifications for Structural Glued Laminated Timber of Hardwood Species. The grain of all laminations shall be approximately parallel longitudinally, where separate laminations shall not exceed 2 inches in net thickness. Laminations may be comprised of pieces end joined to form any length. Adhesives used shall comply with the specifications contained in the American National Standard ANSI/AITC A190.1 Structural Glued Laminated Timber. Glulam members shall have a minimum allowable bending stress of 2400 psi and be mechanically (E) graded.

Preservative Treatment for Glued Laminated Timber

Conform to standard spec 507.2.2.6.

C Construction

C.1 Glued Laminated Timber

Conform to standard spec 507.3

C.2 Douglas Fir Larch Timber Deck

The decking of the boardwalk shall consist of 3x10 or 3x12 Douglas Fir Larch select structural timber boards spanning at a 45 degree angle to the direction of travel. Splices of the boards shall be staggered with end joints in adjacent courses occurring on alternate supports with a minimum distance of 24 inches between end joints. The decking shall extend across a minimum of four supports (three spans). Each course of decking shall be attached with two 3-1/2" long #10 wood screws per support. Lead holes shall be drilled for each screw to avoid splitting of the wood.

Handling: Douglas Fir Larch timber shall be stored out of direct sunlight, dust and rain and be allowed to acclimate to the installation environment. Seal all ends after cutting with latex based end sealer to reduce end checking.

Cutting and Drilling: Pre-drill and counter sink screws during installation. Stress cracks and split ends shall be rejected.

C.3 Bearings and Anchorage

Anchor bolts shall be either cast in place or drilled and grouted.

Do not place bearing plates on areas improperly finished, deformed, or irregular.

Set the bearing plates level in exact position and have full and even bearing on the masonry.

After properly aligning and finally connecting the superstructure, drill the holes in the concrete and set the anchor bolts, except if the bolts are built into the masonry.

Set anchor bolts in an engineer-approved, premixed, non-shrink commercial grout, except during freezing weather, or in an epoxy conforming to standard spec 416.2.3.2. Place the grout according to the manufacturer's instruction and fill the hole before ramming the bolt in place. Overfill the hole with just enough grout or epoxy to produce a watertight fit with the bearing plate is installed. Remove excess grout or epoxy from the bolt and bearing area.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.09	Timber Boardwalk	LS

Payment is full compensation for supplying a design and shop drawings; supplying all necessary Boardwalk components to produce a functional system including glued laminated timber, Douglas Fir Larch timber, connections, anchorage, hardware, and timber treatments. Excavation, backfill, concrete piers, concrete retaining panels, concrete abutments, and railing and railing anchorages will be paid for separately.

41. Staining Concrete Structure R-59-27, Item SPV.0105.10.

A Description

This special provision describes furnishing and applying a penetrating stain system to the exposed concrete surfaces.

Work and materials shall be according to the applicable provisions of standard spec 517 and these special provisions.

B Materials

The penetrating stain shall be an acrylic coating with a color finish designed for exterior applications on concrete with field evidence of resistance to freeze/thaw, moisture, alkali, acid, mildew, mold and fungus, discoloration, or degradation. The coloring agent shall be breathable, allowing moisture and vapor transmission. The supplier shall furnish evidence,

to the satisfaction of the engineer, that the proposed product has been successfully used in a similar application.

The finish color of the concrete surface shall be stained gray lanin stone.

C Construction

C.1 Surface Preparation

New concrete must be cured a minimum of 30 days or as recommended by the stain manufacturer and approved by the engineer. Clean all concrete surfaces that are to be stained to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. Clean by pressure washing with water or by using a degreaser. If degreaser is used, follow label directions, rinse thoroughly, and allow the surface to dry. Sand blasting will not be permitted. Fins and other blemishes shall be removed to match the surface pattern. Contractor shall correct, at his own expense, any surface problems created as a direct result of his surface preparation methods.

C.2 Application

Apply the stain in strict conformance with product manufacture requirements. Special attention is called to the recommended application temperature range.

Prevent application overlap between two surfaces receiving coloring at different times. Apply two coats. Apply under dry conditions only. Do not apply if rain is expected within 12 hours following application. Do not over-apply. Stir thoroughly before and during application. Do not reduce.

First coat: Apply first coat evenly, working in one direction. Allow to dry at least 12 hours before applying the second coat. Do not overwork. Brushing or rolling back over partially dried material may cause lifting of the coating from the surface. Allow the material to dry properly and apply second coat.

Second coat: For best coverage, apply the second coat perpendicular to the first coat.

C.3 Test Panel

Prior to applying the stain system to the completed structure, prepare a concrete test panel on which to apply the stain so the engineer will be able to assess the adequacy and color of the product and the application methods yield the desired results. Test panel to be a minimum of 3-feet x 3-feet and a minimum thickness of 2-inches. Notify the engineer no less than 24 hours in advance of applying the stain to the test panel to allow him time to arrange for witnessing the application. Apply one of the colored stains, selected by the engineer, to the entire surface of one side of the panel. Stained test panel shall be allowed to cure according to product manufacturer requirements before the engineer will accept the product for incorporation into the final structure.

If the test panel is not accepted, the contractor shall prepare another test panel and repeat the process, using either a different product or different application methods. This

procedure shall be repeated until the test panel is accepted by the engineer. Use the same application means and methods when applying the product to the structure that were used in preparing the accepted test panel

D Measurement

The department will measure Staining Concrete Structure R-59-27, completed according to the contract and accepted, as a single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.10	Staining Concrete Structure R-59-27	LS

Payment is full compensation for furnishing and applying the stain; for preparing the concrete surface; for correcting overspray or splatter; and for making concrete test panels and applying up to three colors of stain.

42. Anti-Graffiti Coating R-59-27, Item SPV.0165.01.

A Description

This special provision describes furnishing and applying a permanent liquid anti-graffiti coating to the exposed retaining walls for the purpose of preventing the adsorption of paint components.

B Materials

The graffiti coating shall be Permaclean, product no. 1496, matte gloss, as manufactured by TK Products, 11400 West 47th Street, Minnetonka, MN 55343; or equal as approved by the department. The anti-graffiti coating shall be compatible for use on stained or painted concrete and masonry surfaces.

C Construction

C.1 Surface Preparation

All retaining wall surfaces that are to be coated shall be cleaned to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, graffiti, or other foreign material in order to accept the coating material according to product requirements. The contractor shall correct, at his own expense, any surface problems he may create as a direct result of his surface preparation methods.

C.2 Application

The anti-graffiti coating shall be applied to the exposed retaining wall faces. Driving and walking surfaces shall not be coated.

C.3 Test Panel

Prior to applying the coating system to the completed structure, prepare a stained concrete test panel on which to apply the coating so the engineer will be able to assess the adequacy and color of the product and the application methods yield the desired results. Test panel to be a minimum of 3-feet x 3-feet and a minimum thickness of 2-inches. Notify the engineer no less than 24 hours in advance of applying the coating to the test panel to allow him time to arrange for witnessing the application. Coated test panel shall be allowed to cure according to product manufacturer requirements before the engineer will accept the product for incorporation into the final structure.

If the test panel is not accepted, the contractor shall prepare another test panel and repeat the process, using either a different product or different application methods. This procedure shall be repeated until the test panel is accepted by the engineer. Use the same application means and methods when applying the product to the structure that were used in preparing the accepted test panel.

D Measurement

The department will measure Anti-Graffiti Coating R-59-27 by the square 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.0165.01	Anti-Graffiti Coating R-59-27	SF

Payment is full compensation for furnishing and applying the coating; for preparing the wall surface; for correcting overspray or splatter; and for making concrete test panels and applying up to three coats of coating.

43. Concrete Sidewalk 5-Inch, Colored, Item SPV.0165.02.

A Description

This special provision describes construction of colored concrete sidewalk in according to standard spec 602 and 405, the plans, and as hereinafter provided.

B Materials

Conform to standard spec 405.2.1 except provide the following colors.

For Coloring Concrete Coral Buff provide integral pigment matching in color to Butterfield Uni-Mix Integral Colorant Coral Buff (U15). The named products are for the purpose of establishing a color standard only.

Supplement standard spec 405.2.4.1, Colored Concrete Mix Approval General, with the following:

Test slab color will be evaluated for approval no earlier than five days after the test panel was poured and sealed.

C Construction

Conform to the requirements of standard spec 602 and 405.

D Measurement

The department will measure Concrete Sidewalk 5-Inch, Colored by the square 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.0165.02	Concrete Sidewalk 5-Inch, Colored	SF

Payment is full compensation for according to standard spec 602.5.2.

44. Timber Lagging, Item SPV.0110.01.

A Description

This special provision describes the furnish, deliver, and install of all timber lagging for soldier pile and lagging walls, according to the pertinent requirements of the standard specifications, the plans, and as hereinafter provided.

B Materials

Furnish Use materials that conform to treated lumber as specified in standard spec 507. Use Douglas fir or Southern pine construction grade rough-cut lumber with a minimum thickness of 3-inches and a minimum width of 4-inches. Where necessary, provide certification that the timber conforms to the grade, species, and other specified requirements. Provide a certificate of compliance if the timber is treated with a preservative.

C Construction

Place timber lagging from the top-down in sufficiently small lifts immediately after excavation to prevent erosion of materials into excavation. Before placing lagging, smooth the soil face to create a contact surface for the lagging. Backfill and compact any large voids behind the lagging. Maintain a gap between each vertically adjacent board for drainage between adjacent lagging sections. Never place lagging in tight contact to adjacent lagging

D Measurement

The department will measure Timber Lagging by the thousand board feet (MBM), acceptably completed. The department will compute quantities from the nominal sizes and from lengths as erected. The department will not make any allowance for waste.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0110.01	Timber Lagging	MBM

Payment is full compensation for furnishing, framing, cutting, trimming, installing, and treating, if required, the timber lagging; and for hardware.

45. Wall Modular Block Mechanically Stabilized Earth LRFD R-59-28, Item SPV.0165.03, Wall Modular Block Mechanically Stabilized Earth LRFD R-59-32, Item SPV.0165.04.

A Description

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

B Materials

B.1 Proprietary Mechanically Stabilized Earth Modular Block Wall Systems

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

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

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

B.2 Design Requirements

It is the responsibility of the contractor to supply a design and supporting documentation as required by this special provision for review by the department to show the proposed wall design is in compliance with the design specifications.

The design/shop plans shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

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

The design shall include a minimum overburden surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans. The maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations is performed by the department or its design consultant and the Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing check is provided by the department or its consultant and shown on the plans.

The design of the Wall Modular Block Mechanically Stabilized Earth shall consider the internal stability of the wall mass (tensile stress, pullout resistance, and tensile stress at the connection with the facing) within each layer of reinforcement for the applicable strength limit and extreme event limit states. Maximum factored loads applied to reinforcements for pullout and the connection to the wall face shall be calculated using the Simplified Method or Coherent Gravity Method, as presented in AASHTO LRFD. In addition, compound stability shall be computed for the applicable strength limit and extreme event limit states according to AASHTO LRFD.

The minimum embedment to the top of the leveling pad shall be as specified in the plans. Potential depth of frost penetration at the wall location shall not be considered in designing the wall for depth of leveling pad.

100% of the soil reinforcement shall be connected to the wall facings. The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height or as shown on the plans. In no case shall this length be less than 6 *feet. The soil reinforcement shall extend a minimum of 3 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be two times the block depth (front face to back face) or 32 inches, whichever is less. The first (bottom) layer of reinforcement shall be placed no further than 12 inches above the top of the leveling pad or the height of the block, but at least one block height above the leveling pad. The last (top) layer of soil reinforcement shall be no further than 21 inches below the top of the uppermost block.

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

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

B.3 Wall System Components

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

B.3.1 Leveling Pad

The leveling pad shall step to follow the general slope of the ground line. The leveling pad steps shall keep the bottom of the wall below the minimum embedment. Additional embedment that is greater than the minimum embedment will not be measured for payment. The leveling pad shall be as wide as the proposed blocks or a minimum of 12 inches, whichever is greater. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

Provide a 6 inches deep by 12 inch (minimum) wide wall leveling pad that consists of poured concrete masonry, Grade A , A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in Standard Specification. A concrete leveling pad shall be provided in following scenarios:

When the wall height measured from the top of the leveling pad to the top of the wall exceeds 5 feet at any point along the entire wall length.

A structure number has been assigned (such as R-XX-XXX), regardless of wall height.

Additionally, for walls that are less than or equal to 5 feet in height and do not have a wall number assigned to them, a compacted 1 foot deep by 2 foot wide leveling pad made from base aggregate dense 1¼-inch in conformance with standard spec 305 may be used.

B.3.2 Wall Facing

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

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

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer according to ASTM C1372. Blocks must have a minimum depth (front face to back face) of 12 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

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

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

^[1] Test shall be run using a 3% saline solution.

^[2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of certified blocks, furnish the engineer a certified test report from a department-approved independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducting the sampling and testing, the type of block, the date sampled, the name of the person who conducted the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. The tests should have been conducted not more than 18 months prior to delivery. A lot shall not exceed 5000 blocks or fraction thereof produced in day. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

A department-approved independent testing laboratory shall control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection.

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

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not conduct freeze-thaw testing on blocks less than 45 days old. If a random sample of five blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), the contractor shall remove from the project site all blocks from the failed lot not installed in the finished work at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

B.3.3 Geogrids

Geogrid supplied as reinforcing members shall be manufactured from long chain polymers limited to polypropylene, high-density polyethylene, polyaramid, and polyester. Geogrids shall form a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The minimum grid aperture shall be 0.5 inch. The geogrid shall maintain dimension stability during handling, placing, and

installation. The geogrid shall be insect, rodent, mildew, and rot resistant. The geogrid shall be furnished in a protective wrapping that shall prevent exposure to ultraviolet radiation and damage from shipping or handling. The geogrid shall be kept dry until installed. Each roll shall be clearly marked to identify the material contained.

The wall supplier shall provide the nominal long-term design strength (T_{al}) and nominal long-term connection strength, T_{alc} as discussed below.

Nominal Long-Term Design Strength (T_{al})

The wall supplier shall supply the nominal long-term design strength (T_{al}) used in the design for each reinforcement layer and shall be determined by dividing the Ultimate Tensile Strength (T_{ult}) by the factors RF_{ID} , RF_{CR} , RF_D .

Hence,

$$T_{al} = \frac{T_{ult}}{RF_{ID} \times RF_{CR} \times RF_D}$$

where:

- | | | |
|-----------|---|--|
| T_{ult} | = | ultimate tensile strength of the reinforcement determined from wide width tensile tests (ASTM D6637) for geogrids based on the minimum average roll value (MARV) for the product |
| RF_{ID} | = | strength reduction factor to account for installation damage to the reinforcement. In no case shall RF_{ID} be less than 1.1. |
| RF_{CR} | = | strength reduction factor to prevent long-term creep rupture of the reinforcement. In no case shall RF_{CR} be less than 1.2. |
| RF_D | = | strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation. In no case shall RF_D be less than 1.1. |

Values for RF_{ID} , RF_{CR} , and RF_D shall be determined from product specific test results. Guidelines for determining RF_{ID} , RF_{CR} , and RF_D from product specific data are provided in FHWA Publication No. FHWA-NHI-10-024 and FHWA –NHI-10-025 “Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes”.

Nominal Long-term Connection Strength T_{ac}

The nominal long term connection strength, T_{ac} , shall be based on laboratory geogrid connection tests between wall facing and geogrids. T_{ac} shall be as given below:

$$T_{ac} = \frac{T_{ult} * CR_{cr}}{RF_D}$$

where:

T_{ac}	=	nominal long-term reinforcement facing connection strength per unit reinforcement width at a specified confining pressure
T_{ult}	=	ultimate tensile strength of the reinforcement for geogrids defined as the minimum average roll value (MARV) for the product
CR_{cr}	=	long term connection strength reduction factor to account for reduced ultimate strength resulting from connection.
RF_D	=	strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation.

T_{ac} shall be developed from the tests conducted by an independent laboratory on the same facing blocks and geogrids as proposed for the wall and shall cover a range of overburden pressures comparable to those anticipated in the proposed wall. The connection strength reduction factor CR_{cr} shall be determined according to long-term connection test as described in Appendix B of FHWA Publication No. FHWA-NHI 10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes". CR_{cr} may also be obtained from the short term connection test meeting the requirements of NCMA test method SRWU-1 in Simac et al 1993 or ASTM D4884.

The contractor shall provide a manufacturer's certificate that the T_{ult} (MARV) of the supplied geogrid has been determined according to ASTM D4595 or ASTM D6637 as appropriate. Contractor shall also provide block to block and block to reinforcement connection test reports prepared and certified by an independent laboratory. Also provide calculations according to AASHTO LRFD, and using the results of laboratory tests, that the block-geogrid connections shall be capable of resisting 100% of the maximum tension load in the soil reinforcements at any level within the wall, for the design life of the wall system.

B.3.4 Galvanized Metal Reinforcement

In lieu of polymeric geogrid earth reinforcement, galvanized metal reinforcement may be used. Design and materials shall be according to Section 11.10.6.4.2 of the current *AASHTO LRFD* Specifications. The design life of steel soil reinforcements shall also comply with AASHTO LRFD.

B.3.5 Pins

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the geogrid in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

B.3.6 Backfill Materials

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate No. 1 as given in standard spec 501.2.5.4.4. All backfill placed within a zone from the base of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Wall Backfill, Type B, shall comply with the requirements for Grade 1 Granular Backfill as contained in standard spec 209.2.2. All backfill placed in a zone extending horizontally from 1 foot behind the back face of the wall to 1 foot beyond the end of the reinforcement and extending vertically from the base of the leveling pad to the top of the final layer of all facing units shall be Wall Backfill, Type B.

Backfill within the reinforced zone shall meet the following requirements:

Test	Method	Value
pH	AASHTO T-289	4.5 – 9.0
Sulfate content ¹	AASHTO T-290	200 ppm max.
Chloride content ¹	AASHTO T-291	100 ppm max.
Electrical Resistivity ¹	AASHTO T-288	3000 ohm/cm min.
Angle of Internal Friction	AASHTO T-236	30 degrees min.
Organic Content ¹	AASHTO T-267	1.0% max.

^[1] Requirement does not apply to walls with non-metallic reinforcement.

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

All other backfill materials required to finish the wall and restore the ground surface may be select material available on the project that meets the engineer's approval.

C Construction

C.1 General

Place the wall facing units according to the manufacturer's instructions and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or

openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers according to the manufacturer's directions.

All excavation for the Wall Modular Block Mechanically Stabilized Earth shall conform to standard spec 206. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back face of the wall.

C.2 Backfill

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units. Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

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

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

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

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

C.3 Soil Reinforcement

Place soil reinforcement at the positions and to the lengths as indicated on the accepted shop drawings. Take care that backfill placement over the positioned soil reinforcement elements does not cause damage or misalignment of these elements. Correct any such damage or misalignment as directed by the engineer. Do not operate wheeled or tracked equipment directly on the soil reinforcement. A minimum cover of 6 inches is required before such operation is allowed.

C.4 Geogrid Layers

Place and anchor geogrid material between wall unit layers in the same manner as used to determine the Geogrid Block-to-Connection Strength. Place the grid material so that the machine direction of the grid is perpendicular to the wall face. Each grid layer shall be continuous throughout the lengths indicated on the plans. Join grid strips with straps, rings, hooks or other mechanical devices to prevent movement during backfilling operations. Prior to placing backfill on the grid, pull the grid taut and hold in position with pins, stakes or other methods approved by the engineer.

C.5 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

C.6 Geotechnical Information

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Wall Modular Block Mechanically Stabilized Earth LRFD R-59-28	SF
SPV.0165.04	Wall Modular Block Mechanically Stabilized Earth LRFD R-59-32	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of surplus materials; supplying all necessary wall components to produce a functional system including cap, copings and leveling pad; constructing the retaining system and wall drainage systems if applicable;

providing backfill, backfilling and compacting, and performing compaction testing; and for furnishing all tools, labor, equipment, and incidentals necessary to complete the contract work. Parapets, railings, and other items above the wall cap or coping will be paid for separately.

46. Wall Modular Block Gravity LRFD, Item SPV.0165.05.

A Description

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

B Materials

B.1 Proprietary Modular Block Gravity Wall Systems

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

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

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

B.2 Design Requirements

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

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

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

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

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

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

B.3 Wall System Components

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

B.3.1 Backfill

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

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

B.3.2 Wall Facing

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

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

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

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

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

- (1) Test shall be run using a 3% saline solution.
- (2) Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable

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

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

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not conduct freeze-thaw testing on blocks less than 45 days old. If a random sample of five blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), the contractor shall remove from the project site all blocks from the failed lot that have not been installed in the finished work at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

B.3.3 Leveling Pad

The leveling pad shall step to follow the general slope of the ground line. The leveling pad steps shall keep the bottom of the wall below the minimum embedment. Additional embedment that is greater than the minimum embedment will not be measured for

payment. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

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

The concrete leveling pad shall be 6 inches deep. The leveling pad shall be as wide as the proposed blocks plus six inches, with six inches of the leveling pad extending beyond the front face of the blocks. A concrete leveling pad shall be provided in following scenarios: When the wall height measured from the top of the leveling pad to the top of the wall exceeds 5 feet at any point along the entire wall length.
a structure number has been assigned (such as R-XX-XXX), regardless of wall height.

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

C Construction

C.1 General

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

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

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

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

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

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

C.2 Geotechnical Information

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.05	Wall Modular Block Gravity LRFD	SF

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

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively.
532-0201 (20120815)

47. Architectural Surface Treatment, R-59-27, Item SPV.0180.01.

A Description

This special provision describes the design, furnishes materials and forms for the stone fascia form liner on all retaining walls, according to the lines, dimensions, elevations and details, as shown on the plans and provided in the contract. The design life of all wall components shall be 75 year.

B Materials

Materials shall conform to the following requirements:

Form liners shall be a "Rustic Ashlar" pattern with a maximum 2" relief using stones that have a diameter ranging from 8" to 32". Liners will be reusable and manufactured to produce an accurate simulated stone surface. Outside corners will allow for returns. Place liners in a pattern to lessen the repeat appearance. Minimize placing the forms in a "running bond" pattern. Consult with the form liner provider for instructions. A "Form Liner Layout Plan" shall be prepared to show placement of liners and any special conditions.

The color of the stones and grout joints shall be gray laninstone, refer to SPV for Staining Concrete Structure.

Test Panels

Two panels shall be cast for each wall location. Each panel shall be 5 foot by 5 foot and have a proper pattern cast to verify the texture and the coloring of the concrete form liner samples.

Color a minimum of 30 days after placing concrete.

C Construction

Submit a “Form Liner Layout Plan” for each structure that is prepared by the form liner provider. The plan shall minimize the placing of the forms in a “running bond/bread loaf” pattern.

Pressure-wash the surface of the formliners with 3000-psi water blasting to remove all laitance, dirt and loose concrete just before coloring.

Form ties will be no closer than 1½-inch from face of concrete. Color a minimum of 30 days after placing concrete.

D Measurement

The department will measure Architectural Surface Treatment R-59-27 by the square yard, acceptably completed, of exposed face on a vertical plane between the base of the wall and 2 feet from the top of the wall cap as required and shown on the plans.

The volume of concrete within the area of the form liners will be measured and paid for under the bid item Concrete Masonry Retaining Walls.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Architectural Surface Treatment, R-59-27	SY

Payment is full compensation for site preparation; furnishing and installing all materials; supplying all necessary components to produce a functional system; constructing the stone surface and test panel, and for furnishing all shop drawings.

48. Geocomposite Drain Board, Item SPV.0180.02.

A Description

Furnish and install prefabricated Geocomposite Drain Board to the outside face of the Timber Lagging used for the construction of soldier pile and lagging walls, according to the pertinent requirements of the standard specifications, the plans, and as hereinafter provided.

B Materials

Materials shall conform to the following requirements:

Physical Properties	Test Method	Value
Thickness		0.25 inch
Flow Capacity, (at 3600 psi with I=1)	ASTM D4716 (mod)	9 gpm/ft
Geotextile tensile strength	ASTM D 4632	100 lbs
Compressive strength	ASTM D 1621 (mod)	10,000 lbs/SF
Mullen burst	ASTM D 3786	Min. 200 lbs
Apparent opening size	ASTM D 4751	70
Flow Rate	ASTM D 4491	Min. 150 gpm/SF

C Construction

Handle the prefabricated Geocomposite Drainage Board in such a manner as to ensure the geocomposite is not damaged in any way. Take care during the placement of the geocomposite not to entrap dirt or excessive dust in the geocomposite that could cause clogging of the drainage system. Deliver, store, and handle the geocomposite according to manufacturer's recommendations.

Place and secure geocomposite strips tightly against the Timber Lagging with the fabric facing the lagging. The department will not allow a continuous sheet of drainage composite that spans between adjacent soldier piles. Make seams and overlaps between adjacent boards according to the manufacturer's recommendations and specifications.

D Measurement

The department will measure Geocomposite Drain Board by the square yard, acceptably completed. The department will not pay for repairs to the geocomposite and will not pay for overlap of drain elements.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Geocomposite Drain Board	SY

Payment is full compensation for furnishing, installing, and trimming all materials.

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

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

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

GFW SAMPLE MEMORANDUM

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

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
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:

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 ^[1]	15.0 ^[2]	16.0	17.0

^[1] 14.5 for E-0.3 and E-3 mixes.

^[2] 15.5 for E-0.3 and E-3 mixes.

460.3.4 Cold Weather Paving

Add a new subsection as follows effective with the May 2015 letting:

460.3.4 Cold Weather Paving**460.3.4.1 Cold Weather Paving Plan**

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
- Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process that introduces water into the mix.
 - Use additional rollers.

- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for pavement performance except as specified in 450.5(4).

460.3.4.2 Cold Weather Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.
- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to a previously engineer-accepted cold weather paving plan for engineer validation. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

460.4 Measurement

Add paragraph two as follows effective with the January 2015 letting:

- (2) The department will measure HMA Cold Weather Paving by the ton of HMA mixture for pavement placed conforming to an engineer-accepted cold weather paving plan.

460.5.1 General

Revise paragraph one as follows effective with the January 2015 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.1100	HMA Pavement Type E-0.3	TON
460.1101	HMA Pavement Type E-1	TON
460.1103	HMA Pavement Type E-3	TON
460.1110	HMA Pavement Type E-10	TON
460.1130	HMA Pavement Type E-30	TON
460.1132	HMA Pavement Type E-30X	TON
460.1700	HMA Pavement Type SMA	TON
460.2000	Incentive Density HMA Pavement	DOL
460.4000	HMA Cold Weather Paving	TON

460.5.2.2 Disincentive for HMA Pavement Density

Revise paragraph two as follows effective with the January 2015 letting:

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5(4).

460.5.2.4 Cold Weather Paving

Add a new subsection as follows effective with the May 2015 letting:

460.5.2.4 Cold Weather Paving

- (1) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 460.3.4 including costs for preparing, administering, and following the contractor's cold weather paving plan. The department will not pay for HMA Cold Weather Paving for HMA placed on days when the department is assessing liquidated damages.
- (2) If HMA pavement is placed under 460.3.4 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 460.5.2.4(1) as extra work. The department will pay separately for HMA pavement under the appropriate HMA Pavement bid items.

465.2 Materials

Replace paragraph two with the following effective with the December 2014 letting:

- (2) Under the other 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC asphaltic material, except under the Asphaltic Curb bid item furnish PG58-28 asphaltic material. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic material in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

506.3.2 Shop Drawings

Replace the entire text with the following effective with the May 2015 letting:

- (1) Ensure that shop drawings conform to the contract plans and provide additional details, dimensions, computations, and other information necessary for completely fabricating and erecting the work. Include project and structure numbers on each shop drawing sheet.
- (2) Check shop drawings and submit electronically to the department for review before beginning fabrication. For primary fabrication items, also certify that shop drawings conform to quality control standards by submitting department form DT2333. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.
- (3) Shop drawings are part of the contract. The department must approve differences between shop drawings and contract plans. The contractor bears the costs of department-approved substitutions. Do not deviate from or revise drawings without notifying the department and resubmitting revised drawings.
- (4) Ensure that the fabricator delivers 3 sets of shop drawings for railroad structures to the railroad company upon contract completion.

Bid Items Added

Add the following new bid item effective with the January 2015 letting:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.4000	HMA Cold Weather Paving	TON

Errata

Make the following corrections to the standard specifications:

501.3.2.4.4 Water Reducer

Correct errata by deleting the reference to footnote 6 for grade D concrete.

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.

506.5 Payment

Correct errata by changing the reference to 506.3.22.

- (9) The department will limit costs for inspections conducted under 506.3.22 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st 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
SHEBOYGAN COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on May 1, 2015

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

OVERTIME: Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

FUTURE INCREASE: If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

PREMIUM PAY: If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

SUBJOURNEY: Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	30.85	17.61	48.46
Carpenter	32.72	16.00	48.72
Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	33.86	17.96	51.82
Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	33.93	22.77	56.70
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	23.73	19.09	42.82
Ironworker	29.27	23.97	53.24
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Line Constructor (Electrical)	39.37	16.02	55.39
Painter	28.00	11.15	39.15
Pavement Marking Operator	23.37	23.30	46.67
Piledriver	30.11	26.51	56.62
Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Pay: Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Roofer or Waterproofer	23.00	7.12	30.12
Teledata Technician or Installer	21.15	8.45	29.60
Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.64	46.24
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.63	33.38

TRUCK DRIVERS

Single Axle or Two Axle	25.18	18.31	43.49
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Three or More Axle	25.28	18.31	43.59
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.			
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Pavement Marking Vehicle	33.22	15.41	48.63
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	24.52	17.77	42.29

LABORERS

General Laborer	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	24.34	16.12	40.46
Landscaper	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
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	26.76	15.14	41.90
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.00	0.69	18.69
Railroad Track Laborer	17.00	3.96	20.96

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).	37.72	21.15	58.87
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	37.22	21.15	58.37
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub	36.72	21.15	57.87

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	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.	35.72	14.74	50.46

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.			
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

SUPERSEDES DECISION W120120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: W1150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: August 28, 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	\$30.67	15.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	30.77	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	30.82	15.55			
Group 4: Line and Grade Specialist	31.02	15.55			
Group 5: Blaster and Powderman	30.87	15.55			
Group 6: Flagperson; Traffic Control	27.30	15.55			
			<u>Truck Drivers:</u>		
			1 & 2 Axles	25.18	18.31
			Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic	25.38	18.31

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.77	16.62
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	29.27	23.96
Cement Mason/Concrete Finisher	32.65	17.44
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
Painters	23.74	11.72
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; Modification #7 dated July 31, 2015; Modification #8 dated August 7, 2015; Modification #9 dated August 28, 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: August 28, 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: August 28, 2015

LABORERS CLASSIFICATION:		Rates	Benefits		
Electricians				Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Area 1		\$29.60	26.5%+ 9.15		
Area 2:				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
Electricians.....	31.21	18.92			
Area 3:				Area 6 -	KENOSHA COUNTY
Electrical contracts under \$130,000	26.24	16.85		Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Electrical contracts over \$130,000	29.41	16.97		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 4:	29.84	29.50% + 9.37		Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 5	28.96	24.85% + 9.70		Area 11 -	DOUGLAS COUNTY
Area 6	35.25	19.30		Area 12 -	RACINE (except Burlington township) COUNTY
Area 8				Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Electricians.....	31.30	24.93% + 10.40		Area 14 -	Statewide.
Area 9:				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.
Electricians.....	35.75	19.87			
Area 10	29.64	20.54			
Area 11	32.54	24.07			
Area 12	32.87	19.23			
Area 13	35.13	23.09			
Teledata System Installer					
Area 14					
Installer/Technician	22.50	12.72			
Sound & Communications					
Area 15					
Installer	16.47	14.84			
Technician	26.00	17.70			
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.				
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES				
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)				

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110021PROJECT(S):
4996-01-58FEDERAL ID(S):
WISC 2015144

CONTRACTOR : _____

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

SECTION 0001 Contract Items

0010	201.0105 Clearing	10.000				
		STA	.		.	
0020	201.0205 Grubbing	10.000				
		STA	.		.	
0030	203.0100 Removing Small Pipe Culverts	1.000				
		EACH	.		.	
0040	204.0100 Removing Pavement	1,249.000				
		SY	.		.	
0050	204.0150 Removing Curb & Gutter	425.000				
		LF	.		.	
0060	204.0155 Removing Concrete Sidewalk	159.000				
		SY	.		.	
0070	204.0165 Removing Guardrail	132.000				
		LF	.		.	
0080	204.0195 Removing Concrete Bases	7.000				
		EACH	.		.	
0090	204.0220 Removing Inlets	2.000				
		EACH	.		.	
0100	204.0245 Removing Storm Sewer (size) 01. 24-Inch	20.000				
		LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110021PROJECT(S):
4996-01-58FEDERAL ID(S):
WISC 2015144

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0245 Removing Storm Sewer (size) 02. 12-Inch	106.000 LF	.		.	
0120	205.0100 Excavation Common	12,245.000 CY	.		.	
0130	206.1000 Excavation for Structures Bridges (structure) 01. M-59-001	LUMP	LUMP		.	
0140	206.1000 Excavation for Structures Bridges (structure) 02. R-59-188	LUMP	LUMP		.	
0150	206.1000 Excavation for Structures Bridges (structure) 03. B-59-189	LUMP	LUMP		.	
0160	206.3000 Excavation for Structures Retaining Walls (structure) 01. R-59-27	LUMP	LUMP		.	
0170	206.3000 Excavation for Structures Retaining Walls (structure) 02. R-59-28	LUMP	LUMP		.	
0180	206.3000 Excavation for Structures Retaining Walls (structure) 04. R-59-32	LUMP	LUMP		.	
0190	208.0100 Borrow	6,668.000 CY	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110021PROJECT(S):
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WISC 2015144

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	209.0200.S Backfill Controlled Low Strength	960.000 CY	.		.	
0210	210.0100 Backfill Structure	2,790.000 CY	.		.	
0220	213.0100 Finishing Roadway (project) 01. 4996-01-58	1.000 EACH	.		.	
0230	305.0120 Base Aggregate Dense 1 1/4-Inch	7,647.000 TON	.		.	
0240	310.0115 Base Aggregate Open Graded	696.000 CY	.		.	
0250	320.0125 Concrete Base 6-Inch	8.000 SY	.		.	
0260	415.0070 Concrete Pavement 7-Inch	694.000 SY	.		.	
0270	416.0270 Concrete Driveway HES 7-Inch	490.000 SY	.		.	
0280	416.0610 Drilled Tie Bars	506.000 EACH	.		.	
0290	416.0620 Drilled Dowel Bars	10.000 EACH	.		.	
0300	416.1710 Concrete Pavement Repair	68.000 SY	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
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WISC 2015144

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0310	465.0105 Asphaltic Surface	2,559.000 TON	.		.	
0320	502.0100 Concrete Masonry Bridges	322.000 CY	.		.	
0330	504.0500 Concrete Masonry Retaining Walls	485.000 CY	.		.	
0340	505.0405 Bar Steel Reinforcement HS Bridges	9,960.000 LB	.		.	
0350	505.0605 Bar Steel Reinforcement HS Coated Bridges	53,320.000 LB	.		.	
0360	505.0615 Bar Steel Reinforcement HS Coated Retaining Walls	43,310.000 LB	.		.	
0370	506.0605 Structural Steel HS	456,234.000 LB	.		.	
0380	516.0500 Rubberized Membrane Waterproofing	60.000 SY	.		.	
0390	520.8000 Concrete Collars for Pipe	1.000 EACH	.		.	
0400	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110021PROJECT(S):
4996-01-58FEDERAL ID(S):
WISC 2015144

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0410	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	EACH 3.000	.		.	
0420	550.1100 Piling Steel HP 10-Inch X 42 Lb	LF 1,144.000	.		.	
0430	602.0410 Concrete Sidewalk 5-Inch	SF 11,237.000	.		.	
0440	602.0515 Curb Ramp Detectable Warning Field Natural Patina	SF 560.000	.		.	
0450	604.0500 Slope Paving Crushed Aggregate	SY 28.000	.		.	
0460	606.0300 Riprap Heavy	CY 81.000	.		.	
0470	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF 85.000	.		.	
0480	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	LF 50.000	.		.	
0490	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	LF 115.000	.		.	
0500	611.0612 Inlet Covers Type C	EACH 1.000	.		.	
0510	611.0624 Inlet Covers Type H	EACH 3.000	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110021PROJECT(S):
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WISC 2015144

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0520	611.1003 Catch Basins 3-FT Diameter	1.000 EACH	.		.	
0530	611.1230 Catch Basins 2x3-FT	2.000 EACH	.		.	
0540	611.8110 Adjusting Manhole Covers	6.000 EACH	.		.	
0550	612.0106 Pipe Underdrain 6-Inch	1,125.000 LF	.		.	
0560	612.0406 Pipe Underdrain Wrapped 6-Inch	1,005.000 LF	.		.	
0570	619.1000 Mobilization	1.000 EACH	.		.	
0580	620.0300 Concrete Median Sloped Nose	103.000 SF	.		.	
0590	624.0100 Water	76.000 MGAL	.		.	
0600	625.0100 Topsoil	24,891.000 SY	.		.	
0610	628.1504 Silt Fence	7,927.000 LF	.		.	
0620	628.1520 Silt Fence Maintenance	7,927.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20151110021PROJECT(S):
4996-01-58FEDERAL ID(S):
WISC 2015144

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0630	628.1905 Mobilizations Erosion Control	4.000 EACH	.		.	
0640	628.1910 Mobilizations Emergency Erosion Control	8.000 EACH	.		.	
0650	628.2006 Erosion Mat Urban Class I Type A	17,041.000 SY	.		.	
0660	628.2008 Erosion Mat Urban Class I Type B	256.000 SY	.		.	
0670	628.2023 Erosion Mat Class II Type B	7,594.000 SY	.		.	
0680	628.7005 Inlet Protection Type A	2.000 EACH	.		.	
0690	628.7015 Inlet Protection Type C	39.000 EACH	.		.	
0700	629.0210 Fertilizer Type B	15.700 CWT	.		.	
0710	630.0140 Seeding Mixture No. 40	269.800 LB	.		.	
0720	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	41.000 EACH	.		.	
0730	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	4.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0740	637.2210 Signs Type II Reflective H	120.250 SF	.		.	
0750	637.2230 Signs Type II Reflective F	93.240 SF	.		.	
0760	638.2102 Moving Signs Type II	4.000 EACH	.		.	
0770	638.2602 Removing Signs Type II	11.000 EACH	.		.	
0780	638.3000 Removing Small Sign Supports	13.000 EACH	.		.	
0790	638.4000 Moving Small Sign Supports	2.000 EACH	.		.	
0800	642.5001 Field Office Type B	1.000 EACH	.		.	
0810	643.0200 Traffic Control Surveillance and Maintenance (project) 01. 4996-01-58	189.000 DAY	.		.	
0820	643.0300 Traffic Control Drums	34,920.000 DAY	.		.	
0830	643.0420 Traffic Control Barricades Type III	2,820.000 DAY	.		.	
0840	643.0705 Traffic Control Warning Lights Type A	5,640.000 DAY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0850	643.0715 Traffic Control Warning Lights Type C	6,700.000 DAY	.		.	
0860	643.0800 Traffic Control Arrow Boards	200.000 DAY	.		.	
0870	643.0900 Traffic Control Signs	6,320.000 DAY	.		.	
0880	643.1050 Traffic Control Signs PCMS	70.000 DAY	.		.	
0890	645.0112 Geotextile Fabric Type DF Schedule B	2,438.000 SY	.		.	
0900	645.0120 Geotextile Fabric Type HR	106.000 SY	.		.	
0910	646.0106 Pavement Marking Epoxy 4-Inch	4,685.000 LF	.		.	
0920	646.0600 Removing Pavement Markings	591.000 LF	.		.	
0930	647.0156 Pavement Marking Arrows Epoxy Type 1	1.000 EACH	.		.	
0940	647.0166 Pavement Marking Arrows Epoxy Type 2	1.000 EACH	.		.	
0950	647.0176 Pavement Marking Arrows Epoxy Type 3	1.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0960	647.0556 Pavement Marking Stop Line Epoxy 12-Inch	299.000 LF	.		.	
0970	647.0606 Pavement Marking Island Nose Epoxy	1.000 EACH	.		.	
0980	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	1,003.000 LF	.		.	
0990	647.0786 Pavement Marking Crosswalk Epoxy 18-Inch	946.000 LF	.		.	
1000	649.0300 Temporary Pavement Marking Reflective Tape 4-Inch	7,380.000 LF	.		.	
1010	650.4000 Construction Staking Storm Sewer	3.000 EACH	.		.	
1020	650.4500 Construction Staking Subgrade	14,352.000 LF	.		.	
1030	650.5000 Construction Staking Base	14,352.000 LF	.		.	
1040	650.5500 Construction Staking Curb Gutter and Curb & Gutter	929.000 LF	.		.	
1050	650.6000 Construction Staking Pipe Culverts	4.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1060	650.6500 Construction Staking Structure Layout (structure) 01. B-59-189	LUMP	LUMP			.
1070	650.6500 Construction Staking Structure Layout (structure) 02. B-59-188	LUMP	LUMP			.
1080	650.6500 Construction Staking Structure Layout (structure) 03. M-59-1	LUMP	LUMP			.
1090	650.6500 Construction Staking Structure Layout (structure) 04. R-59-32	LUMP	LUMP			.
1100	650.6500 Construction Staking Structure Layout (structure) 05. R-59-28	LUMP	LUMP			.
1110	650.6500 Construction Staking Structure Layout (structure) 06. R-59-27	LUMP	LUMP			.
1120	650.8500 Construction Staking Electrical Installations (project) 01. 4996-01-58	LUMP	LUMP			.
1130	650.9910 Construction Staking Supplemental Control (project) 01. 4996-01-58	LUMP	LUMP			.
1140	650.9920 Construction Staking Slope Stakes	14,352.000 LF				.

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1150	652.0215 Conduit Rigid Nonmetallic Schedule 40 1 1/4-Inch	8,327.000 LF	.		.	
1160	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	350.000 LF	.		.	
1170	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	165.000 LF	.		.	
1180	652.0615 Conduit Special 3-Inch	240.000 LF	.		.	
1190	652.0800 Conduit Loop Detector	478.000 LF	.		.	
1200	652.0900 Loop Detector Slots	270.000 LF	.		.	
1210	653.0140 Pull Boxes Steel 24x42-Inch	4.000 EACH	.		.	
1220	653.0900 Adjusting Pull Boxes	1.000 EACH	.		.	
1230	653.0905 Removing Pull Boxes	4.000 EACH	.		.	
1240	654.0101 Concrete Bases Type 1	12.000 EACH	.		.	
1250	654.0102 Concrete Bases Type 2	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1260	654.0200 Concrete Control Cabinet Bases Type 6	4.000 EACH	.		.	
1270	655.0230 Cable Traffic Signal 5-14 AWG	580.000 LF	.		.	
1280	655.0240 Cable Traffic Signal 7-14 AWG	335.000 LF	.		.	
1290	655.0260 Cable Traffic Signal 12-14 AWG	3,335.000 LF	.		.	
1300	655.0320 Cable Type UF 2-10 AWG Grounded	750.000 LF	.		.	
1310	655.0515 Electrical Wire Traffic Signals 10 AWG	2,445.000 LF	.		.	
1320	655.0610 Electrical Wire Lighting 12 AWG	8,921.000 LF	.		.	
1330	655.0615 Electrical Wire Lighting 10 AWG	13,372.000 LF	.		.	
1340	655.0620 Electrical Wire Lighting 8 AWG	6,264.000 LF	.		.	
1350	655.0700 Loop Detector Lead In Cable	4,005.000 LF	.		.	
1360	655.0800 Loop Detector Wire	1,506.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1370	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. 236+00	LUMP	LUMP			.
1380	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. 176+65	LUMP	LUMP			.
1390	656.0200 Electrical Service Meter Breaker Pedestal (location) 03. 148+00	LUMP	LUMP			.
1400	656.0200 Electrical Service Meter Breaker Pedestal (location) 04. 124+16	LUMP	LUMP			.
1410	657.0100 Pedestal Bases	12.000 EACH	.			.
1420	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	2.000 EACH	.			.
1430	657.0305 Poles Type 2	1.000 EACH	.			.
1440	657.0310 Poles Type 3	1.000 EACH	.			.
1450	657.0405 Traffic Signal Standards Aluminum 3. 5-FT	2.000 EACH	.			.
1460	657.0425 Traffic Signal Standards Aluminum 15-FT	6.000 EACH	.			.

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1470	657.0430 Traffic Signal Standards Aluminum 10-FT	4.000 EACH	.		.	
1480	657.0590 Trombone Arms 20-FT	1.000 EACH	.		.	
1490	657.0595 Trombone Arms 25-FT	1.000 EACH	.		.	
1500	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	1.000 EACH	.		.	
1510	658.0110 Traffic Signal Face 3-12 Inch Vertical	6.000 EACH	.		.	
1520	658.0120 Traffic Signal Face 5-12 Inch Vertical	1.000 EACH	.		.	
1530	658.0155 Traffic Signal Face 3-12 Inch Horizontal	2.000 EACH	.		.	
1540	658.0215 Backplates Signal Face 3 Section 12-Inch	8.000 EACH	.		.	
1550	658.0225 Backplates Signal Face 5 Section 12-Inch	1.000 EACH	.		.	
1560	658.0416 Pedestrian Signal Face 16-Inch	14.000 EACH	.		.	
1570	658.0500 Pedestrian Push Buttons	15.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1580	658.0600 Led Modules 12-Inch Red Ball	9.000 EACH	.		.	
1590	658.0605 Led Modules 12-Inch Yellow Ball	8.000 EACH	.		.	
1600	658.0610 Led Modules 12-Inch Green Ball	8.000 EACH	.		.	
1610	658.0620 Led Modules 12-Inch Yellow Arrow	2.000 EACH	.		.	
1620	658.0625 Led Modules 12-Inch Green Arrow	2.000 EACH	.		.	
1630	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	14.000 EACH	.		.	
1640	658.5069 Signal Mounting Hardware (location) 01. Taylor Drive & Erie Avenue	LUMP	LUMP		.	
1650	658.5069 Signal Mounting Hardware (location) 02. Taylor Drive & New Jersey Avenue	LUMP	LUMP		.	
1660	658.5069 Signal Mounting Hardware (location) 03. Taylor Drive & Indiana Avenue	LUMP	LUMP		.	
1670	658.5069 Signal Mounting Hardware (location) 04. Taylor Drive & Union Avenue	LUMP	LUMP		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1680	659.0125 Luminaires Utility HPS 250 Watts	1.000 EACH	.		.	
1690	661.0200 Temporary Traffic Signals for Intersections (location) 01. Taylor Drive & Union Avenue	LUMP	LUMP		.	
1700	661.0300 Generators	2.000 DAY	.		.	
1710	690.0150 Sawing Asphalt	590.000 LF	.		.	
1720	690.0250 Sawing Concrete	1,325.000 LF	.		.	
1730	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000		500.00	
1740	715.0502 Incentive Strength Concrete Structures	10,242.000 DOL	1.00000		10242.00	
1750	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000		12000.00	
1760	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	2,100.000 HRS	5.00000		10500.00	
1770	SPV.0035 Special 01. Concrete Masonry Soldier Pile Footings	885.000 CY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1780	SPV.0060 Special 01. Decorative Lighting Assembly 14-Foot Pole Led	78.000 EACH	.		.	
1790	SPV.0060 Special 02. Decorative Lighting Assembly 16-Foot Led	4.000 EACH	.		.	
1800	SPV.0060 Special 03. Decorative Lighting Pole Concrete Bases Type 2 Modified	4.000 EACH	.		.	
1810	SPV.0060 Special 04. Decorative Lighting Pole Concrete Bases Type 5 Modified	78.000 EACH	.		.	
1820	SPV.0060 Special 05. Steel Railing Special R-59-28	1.000 EACH	.		.	
1830	SPV.0060 Special 07. Steel Railing Special M-59-001	1.000 EACH	.		.	
1840	SPV.0060 Special 08. Steel Railing Special B-59-188	1.000 EACH	.		.	
1850	SPV.0060 Special 09. Steel Railing Special B-59-189	1.000 EACH	.		.	
1860	SPV.0060 Special 10. Exposing Existing Utilities	6.000 EACH	.		.	
1870	SPV.0060 Special 11. Wielded Stud Shear Connections 5/8x6-Inch	1,665.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1880	SPV.0060 Special 12. Tree Well And Tree Island	6.000 EACH	.		.	
1890	SPV.0060 Special 13. Bench	3.000 EACH	.		.	
1900	SPV.0085 Special 01. Low Maintenance Seed Mix	178.200 LB	.		.	
1910	SPV.0090 Special 01. Fence Chain Link Polymer Coated 6-Ft	1,332.000 LF	.		.	
1920	SPV.0090 Special 02. Drilled Shaft Foundation **P**	2,900.000 LF	.		.	
1930	SPV.0090 Special 03. Foundation Drilling	4,840.000 LF	.		.	
1940	SPV.0090 Special 04. Concrete Curb & Gutter Type A Special	1,313.000 LF	.		.	
1950	SPV.0090 Special 05. Concrete Curb & Gutter Type D Special	263.000 LF	.		.	
1960	SPV.0105 Special 01. Temp. Non-Intrusive Vehicle Detection System For Union & Taylor	LUMP	LUMP		.	
1970	SPV.0105 Special 02. Modify Traffic Signals, Intersection Of Taylor Drive & Union Avenue	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1980	SPV.0105 Special 03. Modify Traffic Signals, Intersection Of Taylor Drive & Indiana Avenue	LUMP	LUMP			.
1990	SPV.0105 Special 04. Modify Traffic Signals, Intersection Of Taylor Drive & New Jersey Avenue	LUMP	LUMP			.
2000	SPV.0105 Special 05. Modify Traffic Signals, Intersection Of Taylor Drive & Erie Avenue	LUMP	LUMP			.
2010	SPV.0105 Special 06. Concrete Pavement Joint Layout	LUMP	LUMP			.
2020	SPV.0105 Special 07. Prefabricated Steel Truss Bridge B-59-188 Lrfd	LUMP	LUMP			.
2030	SPV.0105 Special 08. Prefabricated Steel Truss Bridge B-59-189 Lrfd	LUMP	LUMP			.
2040	SPV.0105 Special 09. Timber Boardwalk	LUMP	LUMP			.
2050	SPV.0105 Special 10. Staining Concrete Structure R-59-27	LUMP	LUMP			.
2060	SPV.0110 Special 01. Timber Lagging	35.040 MBM		.		.

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			DOLLARS	CTS	DOLLARS	CTS
2070	SPV.0165 Special 01. Anti-Graffiti Coating R-59-27	13,150.000 SF	.		.	
2080	SPV.0165 Special 02. Concrete Sidewalk 5-Inch Colored	1,098.000 SF	.		.	
2090	SPV.0165 Special 03. Wall Modular Block Mechanically Stabilized Earth LRFD R-59-28	2,910.000 SF	.		.	
2100	SPV.0165 Special 04. Wall Modular Block Mechanically Stabilized Earth LRFD R-59-32	1,625.000 SF	.		.	
2110	SPV.0165 Special 05. Wall Modular Block Gravity LRFD	231.000 SF	.		.	
2120	SPV.0180 Special 01. Architectural Surface Treatment R-59-27	1,171.000 SY	.		.	
2130	SPV.0180 Special 02. Geocomposite Drain Board	116.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE