## **HIGHWAY WORK PROPOSAL**

Proposal Number:

Ø 9

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

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
La Crosse	7190-06-71	WISC 2015 639	Onalaska-USH 53 Poplar St to USH 53	STH 35
La Crosse	7190-06-80		Onalaska-USH 53 Poplar St to USH 53 Water	STH 35
La Crosse	7190-06-81		Onalaska-USH 53 Poplar St to USH 53 Sanitary	STH 35

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, \$ 300,000.00  Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: December 8, 2015 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
October 21, 2016	
Assigned Disadvantaged Business Enterprise Goal 6 %	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)	(Bidder Signature)	
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)	
(Date Commission Expires)  Notary Seal	(Bidder Title)	

### For Department Use Only

Type of Work

Removing pavement, borrow, grading, crushed aggregate base course, asphalt paving, concrete curb and gutter, concrete sidewalk, storm sewer, water main, sanitary force main, Structure B-32-09, Structure R-32-58, street lighting, traffic control, signing, pavement marking, and asphalt multi-use trail.

Notice of Award Dated Date Guaranty Returned

# PLEASE ATTACH PROPOSAL GUARANTY HERE

## **Effective with November 2007 Letting**

# PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Effective with August 2015 Letting**

# BID PREPARATION

## **Preparing the Proposal Schedule of Items**

### A General

- 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<sup>TM</sup> on-line bidding exchange at <a href="http://www.bidx.com/after 5:00 P.M.">http://www.bidx.com/after 5:00 P.M.</a> 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<sup>TM</sup> 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:

  <a href="http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx">http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</a>

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.

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

### **B Submitting Electronic Bids**

#### **B.1** On the Internet

- (1) Do the following before submitting the bid:
  - 1. Have a properly executed annual bid bond on file with the department.
  - 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
  - 1. Download the latest schedule of items reflecting all addenda from the Bid Express web site.
  - 2. Use Expedite<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  - 3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
  - 4. Submit the bid before the hour and date the Notice to Contractors designates.
  - 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

(1) Download the latest schedule of items from the Wisconsin pages of the Bid Express<sup>TM</sup> web site reflecting the latest addenda posted on the department's web site at:

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

Use Expedite TM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express Meb site to assure that the schedule of items is prepared properly.

(2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite<sup>TM</sup> generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder** 

Name

**BN00** 

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite<sup>TM</sup> generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  - 1. The check code printed on the bottom of the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same on each page.
  - 2. The check code printed on the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
  - 3. The diskette or CD ROM is not submitted at the time and place the department designates.

#### C Waiver of Electronic Submittal

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

### PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

### **PRINCIPAL**

(Company Name) (Affix Corpor	ate Seal)		
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FO	OR PRINCIPAL	NOTARY FO	R SURETY
(Date)		(Dat	te)
State of Wisconsin	)	State of Wisconsin	)
	) ss. County )		) ss. _County )
On the above date, this instrument was acknowledged before me by the named person(s).		On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Pu	ublic, State of Wisconsin)	(Signature, Notary Publ	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)		(Print or Type Name, Notary Public, State of Wisconsin)	
(Date Commission Expires)		(Date Commission Expires)	

Notary Seal 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

(Date)

Time Period Valid (	From/To)
Name of Surety	
Name of Contracto	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

### 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.

Name of Subcontractor	Class of Work	<b>Estimated Value</b>

#### **DECEMBER 2000**

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

# **Instructions for Certification**

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

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

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

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

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

# **Special Provisions**

# **Table of Contents**

Article	Description	Page #
1.	General	3
2.	Scope of Work.	3
3.	Prosecution and Progress.	3
4.	Traffic.	
5.	Holiday Work Restrictions.	8
6.	Utilities	
7.	Municipality Acceptance of Sanitary Sewer and Water Main Construction	12
8.	General Requirements for Water Main.	
9.	General Requirements for Sanitary Sewer Force Main.	14
10.	Backfilling of Water Main.	
11.	Backfilling for Sanitary Sewer Force Main.	
12.	Information to Bidders – Sanitary Sewer Force Main.	15
13.	Notice to Contractor – Other Contracts.	15
14.	Notice to Contractor – Contamination Beyond Construction Limits.	
15.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit	15
16.	Notice to Contractor – Archaeological Protection Process.	
17.	Notice to Contractor – Great River State Trail Coordination.	20
18.	Public Convenience and Safety.	21
19.	Coordination with Businesses and Residents.	
20.	Notice to Contractor – Property Operation of Services and Contact	
21.	Excavation for Structures.	23
22.	Select Borrow	
23.	Removing Timber Curbs, Item 204.9060.S.01.	24
24.	QMP Base Aggregate.	
25.	Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S	
26.	QMP HMA Pavement Nuclear Density.	
27.	Cover Plates Temporary, Item 611.8120.S.	
28.	Pipe Grates, Item 611.9800.S.	
29.	Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.01.	
30.	Fence Safety, Item 616.0700.S.	
31.	Fire Hydrant, Item SPV.0060.01; Water Valve and Box 6-Inch, Item SPV.0060.02; Water Valve and Box 8-Inch, Item SPV.0060.03.	
32.	Corporation Stop, 1-Inch, Item SPV.0060.04; Curb Stop and Box, 1-Inch, Item SPV.0060.05.	
33.	Removing Fire Hydrant, Item SPV.0060.06.	
34.	Removing Valve Box, Item SPV.0060.07.	
35.	Removing Valve Manhole, Item SPV.0060.08.	
36.	Existing Manhole Casting Adjustment, Item SPV.0060.09.	
37.	Existing Valve Box Adjustment, Item SPV.0060.10.	
38.	Relocating Existing Fire Hydrant, Item SPV.0060.11	

39.	Valve Box for Existing Water Valve, Item SPV.0060.12.	49
40.	Pavement Marking Grooved Preformed Thermoplastic Words, Item SPV.0060.13	50
41.	Concrete Control Cabinet Bases Special, Item SPV.0060.14	
42.	Concrete Cutoff Wall, Item SPV.0060.15.	
43.	Lighting Control Cabinet, Item SPV.0060.16.	53
44.	Storm Sewer Tap, Item SPV.0060.17.	54
45.	Inlets 1G-MS Special, Item SPV.0060.18.	
46.	Manholes 9-Foot Diameter Special, Item SPV.0060.19.	55
47.	Manhole Joint Conversion, Item SPV.0060.20.	
48.	Reinforced Concrete Pipe Slope Collar, Item SPV.0060.21.	
49.	Storm Drainage Adjustment, Item SPV.0060.22.	57
50.	Inlet Covers Type DW, Item SPV.0060.23.	
51.	Inlets 2X2.5 Special, Item SPV.0060.24.	59
52.	Manholes 6-FT Diameter Special, Item SPV.0060.25.	59
53.	Force Main Bend 16-Inch, Item SPV.0060.26; Force Main Plug, 16-Inch, Item	
	SPV.0060.29.	
54.	Trace Wire Terminal Box, Item SPV.0060.27.	
55.	Air Release Manhole, Complete, Item SPV.0068.28.	61
56.	Construction Staking Air Release Manhole, Item SPV.0060.30; Construction	
	Staking Bends, Item SPV.0060.31; Construction Staking Terminal Boxes, Item	
	SPV.0060.32.	
57.	Cleaning Bridge Box Culvert, B-32-09, Item SPV.0060.33	
58.	Water Main Fittings – Ductile Iron, Item SPV.0085.01.	
59.	Water Main Ductile Iron 6-Inch, Item SPV.0090.01; 8-Inch, Item SPV.0090.02	
60.	Water Service, 1-Inch Copper, Item SPV.0090.03.	
61.	Remove or Abandon Water Main, Item SPV.0090.04.	
62.	Construction Staking Water Main, Item SPV.0090.05.	67
63.	Pavement Marking Grooved Preformed Thermoplastic 8-Inch, Item SPV.0090.06;	<i></i>
<i>c</i>	12-Inch, Item SPV.0090.07; 18-Inch, Item SPV.0090.08.	
64.	Construction Staking Archaeological Utility Layout, Item SPV.0090.09	
65.	Storm Sewer Carrier Pipe Lining, Item SPV.0090.10.	
66.	Ditch Shaping, Item SPV.0090.11.	/ 1
67.	Force Main PVC, C-905, 16-Inch, Item SPV.0090.12; Tracer Wire, Item	70
60	SPV 0090.13.	
68.	Multi-Use Trail Match Grading, Item SPV 0090.14.	
69. 70	Construction Staking Force Main, Item SPV 0090.15.	
70. 71.	Infiltration Basin, Item SPV.0105.01.  Rectangular Rapid Flashing Beacon System, Item SPV.0105.02.	14 76
71. 72.	Construction Staking Archaeological Sub-Grade Limit, Item SPV.0105.03.	
72. 73.	Archaeological Excavation, Item SPV.0105.04.	
73. 74.	Postal Delivery Coordination, Item SPV.0105.05.	
74. 75.	Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP, Item	01
13.	SPV.0165.01.	ดว
76.	Rigid Styrofoam Insulation, Item SPV.0165.02.	93
70. 77.	Wall Modular Block Gravity Landscape LRFD, Item SPV.0165.03.	9 <u>/</u>
, , .	" will into a min Dioon Gravity Danishoupe Did D, item DI 1.0103.03	, <i>)</i> T

### SPECIAL PROVISIONS

## 1. General.

Perform the work under this construction contract for Projects 7190-06-71 Onalaska - USH 53, Poplar St. to USH 53, STH 35; 7190-06-80 Onalaska – USH 53 (Water), Poplar St. to USH 53, STH 35; 7190-06-81 Onalaska - USH 53 (Sanitary), Poplar St. to USH 53, STH 35; all projects located in La Crosse 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, 2016 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 (20150630)

# 2. Scope of Work.

The work under this contract shall consist of removing pavement, borrow, grading, base aggregate dense, asphalt paving, concrete curb and gutter, storm sewer, water main with laterals, sanitary force main, Structures R-32-0058 and B-32-0009, lighting, traffic control, signing, pavement marking, concrete sidewalk, asphalt multi-use trail, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

# 3. Prosecution and Progress.

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

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date

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

Complete construction operations on STH 35 to the stage necessary to meet the requirements for Stage Two-A as indicated in the Traffic special provisions and plans prior to 12:01 AM June 24, 2016. Do not advance to Stage Two-B until completing the following work:

- Proposed roadway features east of the northbound reference line and including necessary pavement left of the northbound reference line to accommodate the northbound and southbound traffic from 210+35 NB to 256+50 NB. This will also include the roadway pavement at the Kramer/Sunset intersection for the planned traffic transition
- Proposed roadway features west of the southbound reference line and including necessary pavement right of the southbound reference line to accommodate northbound and southbound traffic from 261+25 SB to 324+00 SB.
- Proposed median, northbound, and southbound lanes from 324+00 NB to 331+00 NB
- Transition pavement at 345+00 to place traffic on proposed outside shoulder for both northbound and southbound traffic with a 2-foot of pavement offset from the each reference line to accommodate northbound and southbound traffic to 351+50 NB
- Proposed roadway features west of the southbound reference line from 351+50 SB to 389+00 SB which will include the necessary pavement right of the southbound reference line to accommodate northbound and southbound traffic.

If the contractor fails to complete the work for Stage Two-A prior to 12:01 AM June 24, 2016, the department will assess the contractor \$1940 in interim liquidated damages for each calendar day that Stage Two-A is not complete after 12:01 AM, June 24, 2016. An entire calendar day will be charged for any period of time within a calendar day that Stage Two-A is not complete beyond 12:01 AM.

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

# **Northern Long Eared Bat**

Contractor shall perform all clearing by March 31, 2016.

### 4. Traffic.

# A General

Local access shall be provided for businesses and residences on a minimum gravel surface.

Business and residential access interruptions shall be kept to a minimum. When access must be interrupted, contractor shall notify the business/residence a minimum of 48 hours in advance and again prior to closure.

Temporary business signs that indicate the entrance point during construction will be permitted to be placed on Type III barricade (4-feet wide). Barricade is paid for under Type III barricade bid item. Sign criteria to be supplied by the engineer and distributed to business owners at scheduled business/residence coordination meeting.

Use traffic drums, barricades or other devices to delineate traffic and/or protect hazards in the work zone.

Provide/employ flag person, signs, barricades, and drums according work zone situation to safeguard and direct traffic at all locations where construction operations may interfere or restrict the flow of traffic.

Mounting of single sign is at a minimum of 5 feet above the ground surface.

Major construction items associated with this project's construction phasing include: (1) Bridge Box Extension (B-32-09), (2) Concrete Panel MSE Wall (R-32-58), (3) Roundabout construction, (4) Sanitary Force Main Placement, (5) Storm Sewer Staging, (6) Water Main, (7) Fill/Embankment Work. Project traffic control stages permit all or partial construction of items.

### **B Work Zone Traffic Control**

Under this contract, traffic on STH 35 will be open to traffic with restrictions/staging according to the project traffic control plan.

# **B.1 Property Access**

Prior to the placement final finished surface, access to businesses and residences shall be provided at all times. For temporary access surface, the surface shall either be asphalt or aggregate as specified in the plan. Maintain minimum width for public roadways as indicated in the traffic control plan and minimum width for businesses/residences current width at right-of-way line.

Each individual stage contains adjustments to access.

The contractor shall construct additional temporary access points or modify existing designated access points with base aggregate if deemed necessary by the engineer. The construction or modification of these access points will be paid for under the base aggregate bid item.

### **B.2.** Traffic Staging

# **B.2.1. Stage One – Work Zone Preparation**

For this stage, work is either outside (east or west) of existing concrete pavement or within the existing concrete pavement to prepare for stage two traffic control. When shifting traffic, the centerline is to be delineated with barrels. Traffic will utilize existing concrete pavement and shoulder area. Lane shifts or traffic lanes are temporary when preparing for stage two and are to be removed at the end of work operations.

Major work type will be: (1) placement of temporary asphalt lanes, (2) preliminary storm sewer placement for MH 3 and MH 4 with 18-Inch pipe; INL 62.3 and MH 62 with 36-Inch pipe, (3) sawing existing concrete pavement to delineate removals in stage two, (4) Fill placement 210+50 NB Lt to 218+00 NB Lt; 258+25 NB RT to 267+00 NB RT; 284+85 NB RT to 290+80 NB RT;

Non-conflicting traffic control devices are also placed once the work is complete and in the transition from stage one to stage two.

Temporary pavement placement will impact existing signing. Contractor is to coordinate removal of sign located in temporary asphalt pavement. Guidance and regulatory signs are to be removed or repositioned according to needs and staging plans.

# **B.2.2.** Stage Two – Temporary Lanes

In this traffic control stage, there is to be two parts and are designated as Stage Two-A and Stage Two-B.

# **B.2.2.1 Stage Two-A**

For Stage Two-A, traffic is shifted to designated temporary lanes constructed in the prior stage and away from the designated construction zones. This is the first phase of stage two. Work will consist of construction of new roadway features in the work zone. Placement of the first asphalt layer is to be completed for designated areas.

Placement of the first asphalt layer will serve as the driving surface when traffic is shifted over to Stage Two-B. The driving surface will consist of the designated directional lane and associated shoulder. Additional first asphalt layer will be placed adjacent to the designated lane of travel reference line in order to accommodate designated lane widths for the next stage.

Traffic will be counter directional requiring traffic control delineation.

All earth work, erosion control, storm sewer, drainage pipes, and curb and gutter is to be completed prior to changing to Stage Two-B

# **B.2.2.2. Stage Two-B**

For Stage Two-B, traffic will be on newly reconstructed roadway facilities. Traffic will again be counter directional. Construction in the work zone will consist of constructing the opposite half of the roadway not completed in the prior stage.

Concrete for the central island of the roundabout at Mason Street shall not be placed until June 27, 2016.

### **B.2.3. Stage Three – Traffic Transition**

Traffic is on their respective north or southbound lanes. The primary work zone is median construction of STH 35.

Work will consist of construction of the median facilities for this project. Traffic will be diverted to their respective lane of directional travel. Traffic will be divided by traffic control barrels or completed island work.

# **B.2.4.** Stage Four – Roadway Paving Operations

Paving operations for the final asphalt lift are to be completed. Roadway signing and marking are to be completed along with other finishing items

# C Special Event

Coordinate with the City of Onalaska and the engineer to prepare the Mason Street intersection for temporary one-way access during Stage Two-B closure. Concrete for the central island of the roundabout at Mason Street shall not be placed until June 27, 2016.

The event is sponsored by the City of Onalaska and is designated "Celebrate Onalaska". The contractor shall contact the City of Onalaska Public Works Director, Jarrod Holter, (608) 781-9537 to coordinate Mason Street access during this event. The City of Onalaska will provide traffic control by the City of Onalaska Police department.

The contractor shall provide and shape base aggregate for a temporary driving surface.

Restoration of work zone barriers (barrels/barricades) will be completed by the City of Onalaska.

# D Wisconsin Lane Closure System Advance Notification.

Provide the following advance notification to the engineer for incorporation into the Wisconsin Lane Closure System (LCS).

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction ≤16')	MINIMUM NOTIFICATION
Lane and shoulder closures	14 calendar days
Full roadway closures	14 calendar days
System and service ramp closures	14 calendar days
Full system and service ramp closures	14 calendar days
Detours	14 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction >16')	MINIMUM NOTIFICATION
Lane and shoulder closures	3 business days
System and service ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date. 108-057 (20150630)

# 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 35 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

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

107-005 (20050502)

# 6. Utilities.

This contract comes under the provisions of Administrative Rule Trans 220.

Underground and overhead utility facilities are located within the project limits. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area. Use caution to insure the integrity of underground facilities and maintain code clearance from overhead facilities at all times.

Some of the utility work described below is dependent on prior work performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than three working days before the site will be ready for the utility to being its work.

Utility companies will be performing utility work and adjustments within the limits and during the life of the project. The utility companies are required to have an archeologist on site to monitor activities during the construction project. It is the utility's responsibility to coordinate this in accordance with the language set forth in their approved work plan. The contractor shall cooperate and coordinate construction activities with these companies.

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

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

Utility working days shown herein are as defined in Wisconsin Administrative Code Trans 220.

The following utilities have facilities within the project limits:

**CenturyLink** (Communication line) has buried copper and fiber optic facilities throughout the project limits. Conflicts are anticipated.

An existing buried copper cable from Station 247+00 (LT) to Station 378+00 (LT) is not in service and has no remaining product. The contractor may remove existing portions of this cable during construction operations as needed.

Conflicts exist at the following locations and CenturyLink will relocate their facilities during construction. The relocations will require # of working days to complete.

- Station 217+76 (Crossing)
- Station 217+76 (LT) to Station 220+40 (LT)
- Station 257+50 (RT) to Station 261+20 (RT)
- Station 275+50 (LT) to Station 277+00 (LT)
- Station 277+70 (LT) to Station 278+35 (LT)
- Station 277+70 (Crossing)
- Station 277+70 (RT) to Station 91+50 (LT) (Mason Street stationing)
- Station 91+50 (Mason St) (Crossing)
- Station 91+50 (LT) (Mason St) to Station 290+40 (RT)
- Station 290+00 (Crossing)
- Station 386+30 (LT) to Station 390+00 (LT)

**Charter Communications** (Communication Line) has buried television and fiber optic facilities throughout the project limits. Conflicts are anticipated. Relocation will take place prior to and during construction.

Charter's aerial facilities are located in the following areas. Charter will coordinate with Xcel Energy and Riverland Energy Cooperative to adjust as necessary during construction. Adjustment of aerial facilities will take 1 working day per pole.

# Crossings:

- Station 248+00
- Station 275+50
- Station 313+50

## STH 35:

- From Station 237+25 (RT) to Station 242+00 (RT)
- From Station 248+00 (LT) to Station 258+00 (RT)
- From Station 312+00 (LT) to Station 336+00 (LT)
- From Station 354+50 (RT) to Station 372+00 (RT)

Buried coax and fiber optic cable will be discontinued in place at the following locations prior to construction.

## Crossings:

- Station 242+00 (fiber optic crossing)
- Station 286+35 (fiber optic crossing and one coax cable)
- Station 326+00 (fiber optic crossing)
- Station 204+80 'OT' (fiber optic crossing)
- Station 342+15 (fiber optic crossing)

#### STH 35:

- From Station 242+00 (RT) to Station 248+00 (RT) (one fiber optic cable and one coax cable)
- From Station 242+00 (LT) to Station 248+00 (LT) (one fiber optic cable)
- From Station 284+00 (LT) to Station 286+35 (LT) (one fiber optic cable and one coax cable)
- From Station 287+00 (LT) to Station 312+00 (LT) (two fiber optic cables and one coax cable)
- From Station 312+00 (LT) to Station 326+00 (LT) (one fiber optic cable)
- From Station 326+00 (RT) to the end of the project (one fiber optic cable)
- From Station 336+75 (LT) to Station 342+15 (LT) (one fiber optic cable)

### Sunset Vista:

- Station 149+00 (LT) to Station 150+00 (LT) (one fiber optic cable and one coax cable)
- Station 99+00 (LT) to Station 111+00 (LT) (one fiber optic cable and one coax cable)

Pole at Station 310+75 (LT) to be removed prior to construction.

Aerial coax and poles from Station 288+00 (RT) to Station 313+25 (RT) will be removed prior to construction.

Directional bore prior to construction at the following locations:

Coax cable (at the right of way line):

- From Station 242+00 (RT) to Station 247+75 (RT)
- From Station 288+00 (RT) to Station 313+25 (RT)

### Fiber optic:

• Crossing STH 35 at approximate Station 335+00 west to east

Duct Package (fiber optic and coax cable at the right of way line):

• Station 335+00 (RT) to Station 354+75 (RT) where the coax will become aerial.

Duct Package (fiber optic at the right of way line):

• From Station 354+75 (RT) to Station 364+50 (RT)

At Station 364+50 it will cross STH 35 from east to west where it will be placed overhead and span the ravine during the box culvert construction work for Structure B-32-09. The contractor will coordinate their schedule with Charter to coordinate tree cutting and schedule the relocation of the temporary overhead. The temporary placement will take 2 working days to complete.

Charter will continue the duct package of one fiber optic line and one coax cable from Station 368+00 (LT) to Station 383+00 (LT) at the right of way line. Two vaults will be placed at approximate Station 383+00 (LT) and one at approximate Station 383+00 (RT).

**City of Onalaska** has street lighting, water main and sanitary sewer facilities within the project limits. Conflicts are anticipated and will be adjusted during construction as follows:

The water main will be adjusted as part of this contract under Project 7190-06-81.

Sanitary Sewer conflicts will be adjusted by the contractor under the "Existing Manhole Casting Adjustment", Item SPV.0060.09 as part of this contract.

**Dairyland Power Cooperative** has facilities within the project limits. No conflicts anticipated.

The contractor will use caution and maintain OSHA clearances when working near facilities located near the CTH OT and Ulman Street intersections.

**Riverland Energy Cooperative** (electric) will relocate their facilities during construction at the following locations:

Rider's Club Road – the existing overhead on the south side of Rider's Club Road crossing from east to west will be removed and placed underground during construction. The work will take two working days.

Street lighting at the following intersections will be adjusted during construction and will take one day per location.

Kramer Road Mason Street CTH Z (existing entrance) Hilltop **Village of Holmen** has water and sanitary sewer within the project limits.

A water valve and service connection line to 3210 State Road 35 (Power House Tavern) is in conflict with the proposed multi-use trail. The Village of Holmen will adjust as necessary during construction; the adjustment will take one working day.

The sanitary sewer is being constructed as part of this project under Project 7190-06-81.

**Windstream NTI** has facilities on Dairyland Power Cooperative's transmission poles. No conflicts anticipated.

**Xcel Energy** (**Electric – Distribution**) has facilities within the project limits. Conflicts are anticipated.

**Xcel Energy (Electric – Transmission)** has a 69kV transmission line within the limits of the project. Conflicts are anticipated.

The line and structures will be relocated west of the existing structures between Station 222+00 (LT) and Station 239+00 (LT) prior to construction.

**Xcel Energy (Gas)** has facilities underground gas facilities throughout the project; conflicts are anticipated. Relocations will take place during construction at the locations listed below with the timeframes for the work immediately after.

# STH 35 Stationing:

Station 210+00 (RT) to Station 222+10 (RT) 7 working days Station 238+50 (RT) to Station 239+50 (RT) 3 working days

Evergreen Way / Walden Place Stationing:

Station 69+00 (RT) to 74+00 (RT) 3 working days

# 7. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

As part of this contract, the water main work is scheduled in project 7190-06-80 on behalf of the City of Onalaska and sanitary force main work is scheduled in project 7190-06-81 on behalf of the Village of Holmen.

Responsibilities for inspection and acceptance are separated according to municipal ownership as follows:

## **Under Contract Project 7190-06-80**

Both the department and City of Onalaska personnel will inspect construction of the water main under this contract. However, testing, and acceptance of the water main construction will be by the City of Onalaska personnel or their designated representative will observe all testing and determine final acceptance of the water main construction.

# **Under Contract Project 7190-06-81**

Both the department and Village of Holmen personnel will inspect construction of the sanitary sewer force main under this contract. However, testing, and acceptance of the sanitary sewer force main construction will be by the Village of Holmen personnel or their designated representative will observe all testing and determine final acceptance of the sanitary sewer force main construction.

# 8. General Requirements for Water Main.

Perform the water main work under this contract according to the requirements of the "City of Onalaska Specifications" and "Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition". Where conflicts exist between "City of Onalaska Specifications" and "Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition", City of Onalaska Standard Specifications shall supersede. If there is a discrepancy or conflict between the referenced specification ("City of Onalaska Specifications" and "Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition") and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

A copy of these specifications is available for viewing during normal working hours at the City of Onalaska Engineering office at 415 Main Street, Onalaska, Wisconsin, telephone (608) 781-9537.

Provide all backfill materials, methods of backfilling and compaction to meet a minimum of 95% Standard Proctor density or as specified in standard spec 209 and standard spec 607 3 5

Contractor shall be responsible for providing City of Onalaska with "as-built" construction plans for water main construction. At a minimum, the as-built data shall contain the following information: lengths and locations of water main, corporation stop locations as measured along the water main from the nearest water valve, curb stop locations, length of water service installed for each property, detail drawings for water main fittings and other pertinent data as necessary.

Existing water valves and fire hydrants may only be operated under the direct supervision of the City of Onalaska Utility Department. It is possible that some of the existing water valves outside of the construction area may not provide a complete shutdown of the water mains. The City of Onalaska makes no guarantees as to the ability to provide complete shutdowns.

The existing City of Onalaska water main serves users along the existing STH 35 / 2<sup>nd</sup> Avenue corridor. This water main is to remain in service until the new water main is installed, tested and accepted. After acceptance, the existing water main can be abandoned and/or removed, and the associated water valves and fire hydrants can be removed.

Notification of water service interruption is required. Notify the City of Onalaska Utility Department and all affected water users 48 hours in advance of service interruptions.

Coordinate work with the City of Onalaska Utility Department, (608) 781-9545. The City of Onalaska storage area is located at 252 Mason Street, Onalaska, WI (Public Works Facility). The City of Onalaska shall retain all salvage rights to any materials associated with Water Main construction. Contractor shall coordinate the delivery of any salvaged materials with City of Onalaska Utility Department personnel.

# 9. General Requirements for Sanitary Sewer Force Main.

The contractor shall perform the sanitary force main work according to the requirements of the "Village of Holmen Standard Sanitary Sewer Specifications for WisDOT Let Projects". If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

# All contactors are required to obtain and thoroughly read a copy prior to the bid letting.

A copy of these specifications is available for viewing during normal working hours at the Village of Holmen office at 421 South Main Street, Holmen, Wisconsin, telephone (608) 526-4336. A copy of the specifications may be obtained at the office of MSA Professional Services, Inc. (MSA), 1230 South Boulevard, Baraboo, Wisconsin 53913, telephone (608) 356-2771, upon receipt of a non-refundable shipping and handling fee of \$50.

All backfill materials, methods of backfilling and compaction shall meet or exceed all of the department's specifications as specified in standard spec 207.3.6.2 and standard spec 607.3.5.

Both the department and the Village of Holmen personnel, or their designated representative, will inspect construction of sanitary sewer force main and appurtenances under this contract. However, Village of Holmen personnel or their designated representative will observe all testing and determine final acceptance of the sanitary sewer force main construction.

Coordinate work with the Village of Holmen Department of Public Works, (608) 526-6322). Project contact is Dean Olson, Village Engineer, Village of Holmen.

# 10. Backfilling of Water Main.

Backfill for water mains is the material placed between the bedding and the ground surface. In general, on site excavated material may be used for backfill for water mains. Backfilling shall conform to appropriate sections of the City of Onalaska Standard Specifications and Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition.

# 11. Backfilling for Sanitary Sewer Force Main.

Backfill for sanitary sewer force main is the material placed between the bedding and the ground surface. Backfill shall be Type II. Type II backfill shall be suitable excavated material, or other approved material, placed in uniform layers and mechanically compacted, conforming to the requirements in the separate special provision entitled "Village of Holmen Standard Sanitary Sewer Specifications for WisDOT Let Projects".

# 12. Information to Bidders – Sanitary Sewer Force Main.

The existing Village of Holmen sanitary sewer system does not serve any users along STH 35 corridor. This new sanitary sewer force main will flow from a new lift station located at the existing wastewater treatment facility in the Village of Holmen, to STH 35, and south to a new gravity sanitary sewer located on 3<sup>rd</sup> Avenue South in the City of Onalaska.

## 13. Notice to Contractor – Other Contracts.

The department and La Crosse County plans to let Project 7371-00-70 for construction and is to replace an existing structure over Half Way Creek on County Highway (CTH) XX which will require the closure of CTH XX and detouring of roadway traffic.

A segment of the detour routing will pass through the intersection of CTH OT (north) and then proceed onto STH 35.

Project 7371-00-70 is scheduled to be constructed during the reconstruction of STH 35. The contractor shall coordinate construction activities and traffic control with Project 7371-00-70. Contact information can be obtained by contacting Mike Novey, Project Manager, DAAR Corporation at (608) 254-9700.

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

Encountering contaminated soils is not expected. There are two known hazardous materials sites near the project but contamination is expected to be beyond the excavation limits.

If contaminated soils are encountered within the project limits during excavation, terminate excavation in the area and notify the engineer.

# 15. 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 Dennis Parsley at (608) 785-9962.

107-054 (20080901)

# 16. Notice to Contractor – Archaeological Protection Process.

### General

Archaeological investigation along the STH 35 project corridor has identified areas with archaeological resources that will require investigation and documentation concurrent to the reconstruction project.

Work performed in a segment or area of the roadway; including stage of material/item placement, could be suspended during this contract. This action would happen if archaeological resources were found as a part of construction activity for this contract.

The contractor should be prepared to shift/move/remobilize or change work operations to areas cleared by the onsite archaeologist for excavation and staging activities.

Adjustment to project schedule is to adhere to standard spec 108 for documentation of delays or change in work associated with archaeological investigation/recovery activities.

# **Archaeological Services and Reports**

For archaeological survey services being performed under this contract, contact Lynn Cloud at (608) 266-0099 or Jim Becker at (608) 261-0137, Environmental Process & Documents Section, Wisconsin Department of Transportation.

As part of the contract, the contractor shall support operations that adhere to provisions stipulated in Data Recovery Plan (DRP) and Memorandum of Agreement (MOA) developed for this project. Both documents are available and can be obtained in electronic format from the Southwest Region-La Cross Office by contacting Dennis Parsley at (608) 785-9962.

## **Archaeological Meeting**

Prior to commencement of any construction activities, the contractor shall arrange and conduct an archaeological preservation meeting. This meeting shall be attended by the contractor's superintendent or designated representative, subcontractor representatives that will conduct any excavations or removals as part of their scope of work, an archaeological representative from the designated agency in charge of the archaeological investigation, City of Onalaska representative, Village of Holmen representative, water and sanitary force main contractor superintendent or designated representative for work being performed under contract ID 71990-06-80 and ID 7190-06-81.

This meeting is to discuss the project's schedule of operations in order to avoid conflict in operations between the archaeological monitoring requirements and the contractor work schedule. This meeting will also summarize/discuss:

- Bid items associated with archaeological work
- Methods for site clearance/review
- Areas of potential archaeological resources
- Site investigation/recovery time estimate
- Contact names and phone numbers
- Access process for adjacent property owners

After comment of construction activities, weekly meetings shall be held when work is being performed in order to ensure coordination on archaeological clearance/review is completed to avoid contractor work delays. These meetings shall be attended by the contractor's superintendent or designated representative, subcontractor representatives that will conduct any excavations or removals as part of their scope of work, an archaeological representative from the designated agency in charge of the archaeological investigation, City of Onalaska representative, Village of Holmen representative, water and sanitary force main contractor superintendent or designated representative for work being performed under contract ID 71990-06-80 and ID 7190-06-81.

# **Contractor/Archaeologist Excavation Coordination Requirements**

### 1. Pre-Construction Contact Process

A department provided professional archaeologist must be present during all construction operations that require existing pavement removal, sidewalk, sub-grade, base course, parking surfaces, and any excavation below the existing ground/soil elevation for underground utilities or other designated features. A professional archaeologist shall also be informed of any area that will require roadway fill outside existing driving lane edges in order to determine if examination of soil is to be completed.

Notify the WisDOT Environmental Process & Documents Section, Division of Transportation System Development, in writing, two weeks prior to the start of construction and monitoring. The contact is as follows:

Environmental Process & Documentation Section Lynn Cloud, Archaeology/History Program and Coordination Wisconsin Department of Transportation 4802 Sheboygan Ave. PO Box 451, Room 451 Madison, WI 53707-7965

Phone: (608) 266-0099

Email: Lynn.Cloud@dot.wi.gov

# 2. Construction Contact Process

Upon discovery of artifacts or human remains, the archaeologist will inform the WisDOT engineer to stop construction activities in the immediate area. Protection of the area of concern will be according to requirements of the standard spec 107.25 and is to have the area fenced. The archaeologist will inform the engineer as to the type of find along with an estimated time of investigation/recovery. The engineer will coordinate the notification

process for an archaeological find. The engineer will initially contact the WisDOT Environmental Process & Documentations Section representative to inform of the find.

The area of concern will remain fenced until the appropriate consultation between the State Historic Preservation Office and the Native Americans has been conducted and the necessary recovery, if any, of materials within the area of concern has been completed. The archaeologist will inform the WisDOT engineer when the fence can be removed from the area of concern for the resumption of construction activities.

# 3. Construction Activity Methods

# A. Limits of Investigation

# A.1. Width limitation within right-of-way corridor

Archaeological investigation/monitoring are to be limited to within existing and proposed right-of-way limits. Investigation areas are 1) entire area between removed existing pavement and shoulder surface; 2) Utility excavation trenches; 3) Area under locations that require fill material; 4) Top soil stripping and excavation for roadway features/ditches.

# A.2. Roadway Length Limits

The limit of investigation will be the "Begin Construction" and "End Construction" limits listed on the project cover plan sheet.

### B. Identification of Location of Areas of Concern

Areas of concern have been identified in the project's (MOA) and in the project's Data Recovery Plan (DRP). Other locations within the project limits could contain cultural resources where new roadway features are being placed over existing ground or in excavation related activities.

The following steps are to be conducted to identify areas where fill or excavation is expected. Methods and techniques could be modified as a result of weekly meetings. Identified areas for archaeological clearance require notification to the onsite archaeologist and engineer.

### B.1. Embankment or fill soil required above natural ground

Locations will be identified for stripping of existing topsoil or removal of existing surface features before the placement of fill soil in order to support proposed roadway features. Notification and location of salvaged topsoil locations for the preparation of placement of fill soil is incidental to associated "Salvaged Topsoil" bid item as noted.

# **B.2.** Excavation below existing base course layer

After existing pavement surface has been removed, locations will be indentified for excavation below existing base course surface. The surveying special item "Construction Staking Archaeological Sub-Grade Limit" will identify areas of excavation below the existing base course layer. If excavation is below the existing base course level for profile adjustment or for any other reason, then the archaeological site will need to be investigated. Boundary of areas of concern is to be established by the onsite archaeologist.

If base course is placed above existing base course, area of concern is to be documented as not investigated by the onsite archaeologist. Restrictions still apply to these areas if excavation is performed.

# **B.3. Excavation for underground facilities**

Before any underground utilities are to be placed, the location is to be marked and identified with the surveying special item "Construction Staking Archaeological Utility Layout". Under this item, the linear location is to be identified along with estimated top of open trench limits. Investigation area is to include the laterals that are connected to the main trunk line. The limit of the lateral investigation is up to the roadway right-of-way limit

### C. Surface Soil Removal Method for Areas of Concern

At an archaeological investigation location, removal method of the overlaying soil layer is to be discussed and agreed upon by the archaeologist and prime contractor before any removal is begun. Soil is considered to be any ground surface material or material under removed roadway surface features. The archaeologist, prime contractor, designated excavator foreman with operators, and associated bid item contractors responsible for completing improvements to the designated area will meet to discuss site's removal method of the soil.

### C.1. Removal of site surface soil material

The contractor shall "clean scrape" a ten feet wide area with machinery that does not have any "teeth" on the cutting edge of the bucket or blade.

The depth of cut for soil is not expected to be over two feet. Cut increments are to be specified by the archaeologist.

Removal of soil shall be accomplished under the special item "Archaeological Excavation".

### D. Archaeological Site Investigation

Upon determination that archaeological resources are present, a safety fence shall be installed by the contractor for the onsite archaeologist in order to enclose the site and prevent access. All construction activity within the fenced zone shall stop.

If archaeological area of concern is in front of a commercial or private access point, alternate access shall be developed to prevent closure.

### E. Notification of Investigation Time

Upon discovery of archaeological material and initial assessment, the onsite archaeologist will notify the prime contractor and engineer with the following information: 1) nature of find and 2) estimated time of recovery/documentation for resumption of work.

# 4. Archaeological Site Protection

The following sites shall have protective fencing installed prior to any ground disturbance activity:

47LC388 – Site Name: Wheel Rust
47LC389 – Site Name: Surplus South
47LC397 – Site Name: Kloppenburg

All of the above sites are identified on the project 7190-06-71 plan and profile sheets with layout information. All of these sites are within beyond the right-of-way limits.

Two other sites within the project are not identified in the plan set but identified in the data recovery plan and they are:

- 47LC827 Site Name: Shoe Tree; General location is in the Riders Club Road intersection area to the Mason Street intersection area.
- 47LC826 Site Name: Lowrider; General location is from the Kramer/Sunset intersection to south of the Riders Club Road intersection.

# 17. Notice to Contractor – Great River State Trail Coordination.

#### General

Two work areas beyond the existing right-of-way limits are required in order to perform/complete project requirements. Both work areas are located along and across the Great River State Trail (GRST) that is owned and operated by the Wisconsin Department of Natural Resources (WisDNR). Work activity in the two areas requires the placement of new storm sewer outfall pipes and the closure of an existing outfall pipe.

The first work area is located west of STH 35 between Spruce and Troy Street and the second area is located west of STH 35 between Hilltop Road and CTH Z. Work in the Great River State Trail area is restricted and the contractor shall maintain this corridor with modified construction methods.

### Coordination

Prior to commencement of any storm sewer work crossing the Great River State Trail (GRST), the contractor shall arrange and conduct a meeting with the City of Onalaska and the Wisconsin Department of Natural Resources (WisDNR). This meeting shall include the contractor's superintendent or designated representative, subcontractor representatives conducting the storm sewer excavation, pipe and structure installation, subcontractor representative performing the work zone signing and traffic control.

The WisDNR contact representing the GRST is James V. Thompson, Trails Team Leader at (608) 534-6409. Office is located Perrot State Park.

The purpose of this meeting is to 1) Discuss requirements to maintain the function of the trail. 2) Proposed methods of construction to complete the storm sewer outfall work across the GRST. 3) Planned work schedule. 4) Scheduled trail events during the construction project. 5) Vegetation clearing limits.

As part of the outfall work across the GRST, the contractor shall adhere to the following requirements:

- a) Provide work schedule for outfall work to WisDNR.
- b) Provide notification of planned work schedule change to WisDNR five (5) working days prior to work.
- c) Placement of informational "Notice of Closure" notification sheet at the City of Onalaska trailhead (Main Street intersection) and at the CTH Z intersection access point to advise trail patrons to scheduled work dates and planned activity.
- d) Follow plan traffic control layout. Minimum requirements include advance sign notification at trailhead/access point with "Utility Work Ahead", "Trail Closed" with supplemental distance sign, and "Notice of Closure" notification sheet. Barricades placed on either side of the work zone. Flagger sign and personal on either side of work zone directing trail users through the work zone. Notify WisDNR and engineer of proposed changes to trail traffic control. Traffic control shall be in effect when construction vehicles are driving on the trail for all occasions.
- e) Staging of materials prior to work. Contractor shall have all material necessary to install storm sewer outfall prior to any excavation. This will include necessary equipment to place and compact backfill and aggregate for trail surface.
- f) To prevent damage to the trail surface outside the work zones, "tracked" equipment shall be transported into the site.
- g) At the end of work operations, all equipment shall be removed from the trail path and use traffic control drums with "Type A" light placed next to equipment. Barrels shall be placed at equipment edges and delineate edge of equipment (minimum of two).
- h) Trail closure time shall be limited during the out fall work. Eight hours maximum for complete closure during work operations with the remainder of time during work operations controlled with flaggers for controlled movement through the work zone.

# 18. 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 9:00 PM until the following 6:00 AM, unless prior written approval is obtained from the engineer. 107-001 (20060512)

# 19. Coordination with Businesses and Residents.

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

suitable location for the meeting(s) that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The contractor shall schedule the meeting(s) with at least three weeks prior notice to the engineer to allow for these notifications. 108-060 (20141107)

# 20. Notice to Contractor – Property Operation of Services and Contact.

# **A Property Operation of Services**

# A.1. Utility Service

The contractor shall be responsible for contacting utilities and coordinating utility activities. All property owners shall be contacted 72 hours in advance and again 24 hours in advance of an interruption in service.

When active water services must be interrupted to make necessary connections to existing or new mains, the contractor shall notify the owner and users affected by the shut-off as stated above for interruptions. The notification shall include the time and duration of the shutdown

When connections/disconnections are being performed on active water lines/services, no shut-off shall take place until the necessary trenching has been completed, the new pipe/connection has been cut to length, all necessary fittings are on hand at the site, and the owner has approved the shut-off time frame.

### A.2. Property Access

When excavation/trenching, aggregate placement, or the placement of the following contract items:

- Pavement
- Curb and Gutter
- Sidewalk or Multi-use Trail
- · Concrete Driveway

The contractor shall coordinate this work with property owners by providing time and date of activity so that the property owner can schedule business or personal work with the minimum amount of disturbance.

If property owner access is to be interrupted, the contractor shall notify the owner a minimum of 48 hours in advance of work and again just prior to the closing.

For excavation and aggregate work being conducted in front of an access point, the contractor shall have all necessary material and equipment to perform the required task in order to minimize the closure time.

## A.3. Local Street Closure

Local streets are to be open if no activity is present. For paving operations, the contractor shall ensure that the closure is conducted as paving is at an intersection.

# A.4. Refuge Collection

The contractor shall ensure that garbage/waste collection and recycling vehicles can adequately access businesses and residences throughout the project area or provide other means for waste/recyclable collection.

# A.5. Mail Delivery

Prior to commencement of construction activities, the contractor shall arrange a meeting with the City of Onalaska and Village of Holmen Post Masters, and engineer to: 1) Discuss the project's impact 2) Notification process for mail delivery changes 3) Mail box relocation.

# **B** Property Contact

The following property owners shall be contacted when construction activity is be performed along the property:

- 826 2<sup>nd</sup> Avenue North Discuss wall placement and business operation. Business will schedule appointments in advance. Update on access closure time frame.
- 830 2<sup>nd</sup> Avenue North Discuss business operation. Business will schedule appointments in advance. Update on access closure time frame.
- N4972 STH 35 Discuss recovery of decorative plantings prior to work activities.
- 1520 STH 35 Private sanitary sewer work.
- 103 Riders Club Road Discuss wall placement and driveway restoration. Owner has expressed notification of work activity.
- W6822 Hilltop Drive Discuss business operation. Business will schedule appointments in advance. Update on access closure time frame.
- N5009 Sunset Vista Discuss excavation along property line and activity within TLE

# 21. Excavation for Structures.

The work shall be performed according to the requirements of the standard spec 206, except as herein after modified.

Add the following to standard spec 206.3.15:

(4) During the removal of specified sections for B-32-09, the water flow shall not be interrupted. Provide and construct an approved method to the engineer to maintain water flow during the construction of B-32-09.

# 22. Select Borrow.

Conform to the requirements of standard spec 208 and as hereinafter provided.

#### Material

Furnish and use material that consists of well graded shot rock material meeting the following requirements: 2-Foot maximum size and before any Select Borrow is placed, the material shall be approved by the engineer. 208-005 (20031103)

# 23. Removing Timber Curbs, Item 204.9060.S.01.

# **A Description**

This special provision describes removing timber curbs according to the pertinent provisions of standard spec 204 and as hereinafter provided.

# **B** (Vacant)

# C (Vacant)

#### **D** Measurement

The department will measure Removing Timber Curbs by each individual removed timber curb, acceptably completed.

# E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Timber Curbs	Each
204-025 (20150630)		

# 24. 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
$\leq$ 1500 tons	One test from production, load-out, or
	placement at the contractor's option <sup>[1]</sup>
$> 1500$ tons and $\le 6000$ tons	Two tests of the same type, either from
	production, load-out, or placement at
	the contractor's option <sup>[1]</sup>
$>$ 6000 tons and $\leq$ 9000 tons	Three placement tests <sup>[2] [3]</sup>

- 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 sublot 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 <sup>[1]</sup>
Aggregate Sampling Technician	
Aggregate Assistant Certified Technician (ACT-AGG)	
Aggregate Technician IPP	Aggregate Gradation Testing,
Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Fractured Particle
	Testing, Aggregate Liquid
	Limit and Plasticity Index
	Testing

- 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

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

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

# **B.6.2** Fracture

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

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

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

#### **B.7** Corrective Action

# B.7.1 General

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

# **B.7.2 Placement Corrective Action**

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

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

# **B.8 Department Testing**

# **B.8.1** General

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

# **B.8.2 Verification Testing**

# B.8.2.1 General

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

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

# **B.8.3** Independent Assurance

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

# **B.9** Dispute Resolution

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

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

# C (Vacant)

# D (Vacant)

# **E** Payment

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

301-010 (20100709)

# 25. Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.

# **A** Description

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

# **B** (Vacant)

# **C** Construction

# **C.1** Equipment

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

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

# **C.2** Reheating Joints

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

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

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

#### **D** Measurement

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

# E Payment

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

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

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

# 26. QMP HMA Pavement Nuclear Density.

# **A Description**

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  - 1. Selection of test sites.
  - 2. Testing.
  - 3. Necessary adjustments in the process.
  - 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:

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

(4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

http://www.atwoodsystems.com/mrs

#### **B** Materials

#### **B.1** Personnel

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

# **B.2** Testing

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

# **B.3** Equipment

# **B.3.1** General

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

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

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

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

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

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

# **B.3.2.2** Correlation Monitoring

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

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

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

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

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.

- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

Lane Width	No. of Tests	Transverse Location
5 ft or less	1	Random
Greater than 5 ft to 9 ft	2	Random within 2 equal widths
Greater than 9 ft	3	Random within 3 equal widths
	Tah	ole 1

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

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

Side Roads, Turn Lanes, Crossovers, Ramps,	<b>Minimum Number</b>
Roundabouts: Sublot/Layer tonnage	of Tests Required
25 to 100 tons	1
101 to 250 tons	3
251 to 500 tons	5
501 to 750 tons	7
Table 2	

# **B.4.2 Pavement Density Determination**

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

(1) Calculate the average sublot densities using the individual test results in each sublot.

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

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

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

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

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

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

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

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

#### **B.4.2.4 Documentation**

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

# **B.4.3** Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted sublot. Testing in a previously accepted sublot will not be used to recalculate a new lot density.

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

# **B.5** Department Testing

# **B.5.1** Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft<sup>3</sup> of the QC sublot average, use the QC tests for acceptance.
- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC sublot averages differ by more than 1.0 lb/ft<sup>3</sup> after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

# **B.5.2** Independent Assurance Testing

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

# **B.6 Dispute Resolution**

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

# **B.7** Acceptance

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

# C (Vacant)

# D (Vacant)

# E Payment

# **E.1 QMP Testing**

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

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

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

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

(1) Delete standard spec 460.5.2.3.

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

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

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

# 27. Cover Plates Temporary, Item 611.8120.S.

# **A Description**

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

#### **B** Materials

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

# C (Vacant)

#### **D** Measurement

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

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

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

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

611-006 (20030820)

# 28. Pipe Grates, Item 611.9800.S.

# **A Description**

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

#### **B** Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

#### **C** Construction

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

#### **D** Measurement

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

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

611-010 (20030820)

# 29. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.01.

# **A Description**

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

#### **B** Materials

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

Delete flammability requirement.

# **B.1** Certification

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

# C (Vacant)

#### **D** Measurement

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

# E Payment

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

ITEM NUMBERDESCRIPTIONUNIT612.0902.S.01Insulation Board Polystyrene 2-InchSY

Payment is full compensation for furnishing all excavation; and for furnishing and placing the insulation board. 612-005 (20030820)

# **30.** Fence Safety, Item 616.0700.S.

# **A Description**

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

#### **B** Materials

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

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

Resin/Construction: High density polyethylene mesh Service Temperature: -60° F to 200° (ASTM D648)

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638) Ultimate Tensile Strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at Break (%): Greater than 100% (ASTM D638) Chemical Resistance: Inert to most chemicals and acids

#### **C** Construction

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

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

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

#### **D** Measurement

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

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 616.0700.S Fence Safety LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.
616-030 (20070510)

# 31. Fire Hydrant, Item SPV.0060.01; Water Valve and Box 6-Inch, Item SPV.0060.02; Water Valve and Box 8-Inch, Item SPV.0060.03.

# **A Description**

This special provision describes furnishing and installing fire hydrants, water valves and boxes as shown on the plans, according to the pertinent provisions of standard spec 607 and City of Onalaska Standard Specifications. Fittings and valves shall also include price for furnishing and installing concrete thrust restraint and all retaining glands.

#### **B** Materials

All hydrants shall conform to the AWWA Specifications latest edition ANSI/AWWA C502 Dry-Barrel Fire Hydrants (will be referred to as AWWA C502). AWWA C550 Protective Interior Coatings for Valves and Hydrants (will be referred to as AWWA C550). All hydrants shall have 6 inch mechanical joint connections and not less than a 5 inch valve opening. The internal diameter of the standpipe shall not be less than 5.5 inches in any place. Each hydrant will have one 4 inch steamer nozzle with La Crosse Pattern Threads and two 2 ½ inch brass hose nozzles with National Standard Thread. Hydrants shall be of sufficient length so that the top of the hydrant shall be 3 feet above ground or curb grade and not less than 26 inches from the grade to the center of the hose connection. Hydrants furnished under this Contract must be self-draining and the valve and stem must be capable of being withdrawn through the barrel. They shall be a type now in use by the City of Onalaska (Waterous Pacer Breakaway Model WB-67 or approved equal) with a 22 inch top extension, with weather shield and 6 inch mechanical joint

connections. Hydrants will have a bury of 7 feet, 6 inches unless listed otherwise in the Special Specifications.

# C (Vacant)

# **D** Measurement

The department will measure Fire Hydrant, Water Valve and Box 6-Inch, Water Valve and Box 8-Inch, by each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Fire Hydrant	Each
SPV.0060.02	Water Valve and Box 6-Inch	Each
SPV.0060.03	Water Valve and Box 8-Inch	Each

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, bedding, materials, backfilling, dewatering, removal, temporary connections, retaining glands, thrust blocking and disposal shall be included in the contract price.

# 32. Corporation Stop, 1-Inch, Item SPV.0060.04; Curb Stop and Box, 1-Inch, Item SPV.0060.05.

# A Description

Furnish and install Corporation Stop, 1-Inch; Curb Stop and Box, 1-Inch; according to the plan details and as hereinafter provided.

#### **B** Materials

Corporation stop shall be Mueller H-15008 series or equal. Corporation Stop shall be designed for compression to Type "K" copper. Stop shall be according to AWWA C800.

Curb Stop shall be Mueller H-15209 or equal. Ball valve shall be designed for connection to Type "K" copper service pipe.

Curb Box shall McDonald Model 5601 Erie Pattern curb box or equal. Box shall include Model 5660 Rod for connection to curb stop valve. Box extended length shall be a minimum of 7 feet. Curb box lids shall be one piece lids (Mueller H-10312).

#### **C** Construction

Construction shall be according to Chapter 5.5.0 *Laying of Water Services* of the Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition except Articles 5.5.0 *Lead Joints* and 5.5.6 *Gasket Joints*.

Curb box shall have a plug lid with 1 1/4-inch upper section and bottom section with 1 1/2-inch threads

Curb box shall be 7'0" un-extended with a one-foot telescoping extension. Supply a stationary rod. Stationary rod will be of a length that will extend operating head to 4'6" from finished ground elevation. Rod will be pinned to curb stop. Operating head on stationary rod will have same dimension as operating head on curb stop.

Hand-tighten the curb box; curb box shall not be cross-threaded onto curb stop.

Curb Stop shall be used for connection between new copper service pipe to existing water service pipe (size and material will vary). Contractor shall include any necessary fittings for connections to existing water service pipe in bid price for Curb Stop and Box.

#### **D** Measurement

The department will measure Corporation Stop, 1-Inch; Curb Stop and Box, 1-Inch; by each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Corporation Stop, 1-Inch	Each
SPV.0060.05	Curb Stop and Box, 1-Inch	Each

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, bedding materials, backfilling, granular backfill materials, compaction, fittings, temporary connections and dewatering shall be included in the contract price.

# 33. Removing Fire Hydrant, Item SPV.0060.06.

# A Description

This special provision describes removing existing fire hydrant, as shown on the plans, according to the pertinent provisions of standard spec 204 and City of Onalaska Standard Specifications.

# **B** (Vacant)

#### **C** Construction

Remove existing fire hydrant and lead in a manner that will prevent damage to the unit. Deliver removed fire hydrant to the City of Onalaska Public Works Facility (252 Mason St.).

#### **D** Measurement

The department will measure Removing Fire Hydrant by each individual unit acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.06Removing Fire HydrantEach

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, removing, salvaging, backfilling, compaction and transport to Public Works Facility shall be included in the contract price.

# 34. Removing Valve Box, Item SPV.0060.07.

# **A Description**

This special provision describes removing existing water main valve box, as shown on the plans, according to the pertinent provisions of standard spec 204 and City of Onalaska Standard Specifications.

# **B** (Vacant)

#### C Construction

Remove existing water valve box in a manner that will prevent damage to the components. Contractor shall be responsible for disposal of valve and box.

#### **D** Measurement

The department will measure Removing Valve Box by each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.07 Removing Valve Box Each

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, removing, salvaging, backfilling, compaction and disposal shall be included in the contract price.

# 35. Removing Valve Manhole, Item SPV.0060.08.

#### A Description

This special provision describes removing existing water main valve box and manhole, as shown on the plans, according to the pertinent provisions of standard spec 204 and City of Onalaska Standard Specifications.

# **B** (Vacant)

#### **C** Construction

Remove existing water valve manhole in a manner that will prevent damage to the existing water main and valve components. Contractor shall be responsible for disposal of valve manhole.

#### **D** Measurement

The department will measure Removing Valve Manhole by each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.08Removing Valve ManholeEach

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, removing, salvaging, backfilling, compaction and disposal shall be included in the contract price.

# 36. Existing Manhole Casting Adjustment, Item SPV.0060.09.

# **A Description**

This special provision describes adjusting existing manhole casting to finish grade, as shown on the plans, according to the pertinent provisions of standard spec 611 and City of Onalaska Standard Specifications.

# B (Vacant)

#### C Construction

Adjustment of existing manhole casting shall be made after crushed aggregate is shaped and roadway finish grade is set. Casting rim shall be installed flush with roadway finish grade elevation. Two 1/2"-inch strips of performed Butyl joint sealant shall be placed between rings, manhole cone and casting in place of mortar to seal the manhole. Contractor shall supply all concrete adjustment rings required to achieve finish grade for manhole casting. Contractor shall be responsible for disposal of excess material.

# **D** Measurement

The department will measure Existing Manhole Casting Adjustment by each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.09Existing Manhole Casting AdjustmentEach

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, removing, salvaging, backfilling, compaction and disposal shall be included in the contract price.

# 37. Existing Valve Box Adjustment, Item SPV.0060.10.

# **A Description**

This special provision describes adjusting existing valve boxes to finish grade, as shown on the plans, according to the pertinent provisions of standard spec 611 and City of Onalaska Standard Specifications.

# **B** (Vacant)

#### C Construction

Adjustment of existing valve boxes shall be made after crushed aggregate is shaped and roadway finish grade is set. Valve box shall be adjusted flush with roadway finish grade elevation. Contractor shall supply all tools necessary for adjustment.

#### **D** Measurement

The department will measure Existing Valve Box Adjustment by each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.09Existing Valve Box AdjustmentEach

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, removing, salvaging, backfilling, compaction and disposal shall be included in the contract price.

# 38. Relocating Existing Fire Hydrant, Item SPV.0060.11.

#### A Description

This special provision describes relocating existing fire hydrants as shown on the plans, according to the pertinent provisions of standard spec 607 and City of Onalaska Standard Specifications.

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

#### C Construction

Contractor shall remove the existing fire hydrant to be relocated. Contract shall take great care while removing the fire hydrant from its existing location to prevent damage. Once removed. Contractor shall allow the City of Onalaska to inspect the existing hydrant that was removed from damage by the contractor or wear from service. If the City of Onalaska finds damage to the hydrant the contractor will have to replace the entire hydrant at no cost the

City of Onalaska or the project. Contractor will install hydrant at location shown on plans or where staked in the field. Hydrant will be installed on a concrete block and have one cubic yard of wash stone wrapped in plastic installed at the base of the hydrant for proper drainage. Contractor shall supply new water main pipe that will be paid at the contract unit price and will also install restraining glands and thrust blocking at no cost to the project.

#### **D** Measurement

The department will measure Relocating Existing Fire Hydrant by each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.11Relocating Existing Fire HydrantEach

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, bedding, materials, backfilling, dewatering, removal, temporary connections, retaining glands, thrust blocking and disposal shall be included in the contract price.

# 39. Valve Box for Existing Water Valve, Item SPV.0060.12.

# **A Description**

This special provision describes providing a new valve box to be installed on existing water valves that had concrete manholes removed from around them. New valve box shall be adjusted to finish grade, as shown on the plans, according to the pertinent provisions of standard spec 611 and City of Onalaska Standard Specifications.

#### **B** Materials

All valve boxes shall be Type F (7' bury) screw type having a 5 ¼ inch shaft diameter. Valve boxes shall be cast iron similar to the following: Cast Iron-Tyler 6860 Series or Standard #6 Base extension 59A Tyler, center section 60A Tyler, top section 26T, cover #145462 5 ¼ inch Drop Lid marked "Water".

Valve boxes shall be set so that the bottom of the base section is the same elevation as the top of the stuffing box of the valve, shall be centered on the operating nut, and shall not touch the body of the valve in any way with a minimum of 2 inches of clearance.

The contractor will provide proper length valve boxes and is responsible for checking the plans and determining the lengths needed prior to ordering boxes.

#### C Construction

Valve boxes shall be set so that the bottom of the base section is the same elevation as the top of the stuffing box of the valve, shall be centered on the operating nut, and shall not touch the body of the valve in any way with a minimum of 2 inches of clearance. The contractor will provide proper length valve boxes and is responsible for checking the plans

and determining the lengths needed prior to ordering boxes. Valve box adjustment shall be made after crushed aggregate is shaped and roadway finish grade is set. Valve box shall be adjusted flush with roadway finish grade elevation. Contractor shall supply all tools necessary for adjustment.

# **D** Measurement

The department will measure Valve Box for Existing Water Valve by each individual unit, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.12 Valve Box for Existing Water Valve Each

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, removing, salvaging, backfilling, compaction and disposal shall be included in the contract price.

# 40. Pavement Marking Grooved Preformed Thermoplastic Words, Item SPV.0060.13.

# **A Description**

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

#### **B** Materials

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

#### **C** Construction

#### C.1 General

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

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

# **C.2** Groove Depth

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

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

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

#### C.4 Groove Position

Position the groove edge according to the plan details.

# C.4.1 Linear Marking

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

# **C.4.2 Special Marking**

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

# **C.5** Groove Cleaning

#### C.5.1 Concrete

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

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

#### C.5.2 Asphalt

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

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

# **C.6 Preformed Thermoplastic Application**

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

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

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

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

#### **D** Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic Words as each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.13 Pavement Marking Grooved Preformed Thermoplastic Each

Words

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

# 41. Concrete Control Cabinet Bases Special, Item SPV.0060.14.

# A Description

Perform work according to the applicable provisions of standard spec 654, and as detailed in the plans.

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

# C (Vacant)

#### **D** Measurement

The department will measure Concrete Control Cabinet Bases Special by each individual concrete control cabinet base, 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.0060.14 Concrete Control Cabinet Bases Special Each

Payment is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor rods, nuts, and washers; for bar steel reinforcement; and for excavating, backfilling and disposing of surplus materials.

# 42. Concrete Cutoff Wall, Item SPV.0060.15.

# A Description

Perform work according to the applicable provisions of standard spec 504 and as detailed in the plans.

#### **B** Materials

Provide concrete according to the applicable provisions of standard spec 501 and as detailed in the plans. Provide high strength bolts and minimum 2" diameter washer according to the applicable provisions standard spec 506.2.5 and as detailed in the Construction Details.

# **C** Construction

Drill bolt holes in the specified locations after the concrete in the concrete cutoff wall is cured and use epoxy to secure the bolts in place.

# **D** Measurement

The department will measure Concrete Cutoff Wall as each individual concrete cutoff wall, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.15Concrete Cutoff WallEach

Payment is full compensation for furnishing all foundation excavation and preparation; for providing all equipment and materials, including concrete and high strength bolts; for placing, finishing, protecting, and curing; and for disposing of surplus excavation material; and for restoring the work site.

# 43. Lighting Control Cabinet, Item SPV.0060.16.

#### A Description

This special provision describes furnishing, assembling, and installing lighting control cabinets and accessories, as specified in standard spec 651, 652, and 655, as shown on the plans, and as provided hereinafter. Electrical service, service entrance conductors, and concrete control cabinet base will be measured and paid separately.

#### **B** Materials

Provide lighting control cabinets meeting the following requirements:

- Provide a 100 amp, 120/240VAC lighting control cabinet from the department Qualified Product List.
- Provide a cabinet as manufactured by Milbank Manufacturing, Povolny Specialties, or State Manufacturing Corporation.
- Provide, to the extent possible, components from the same manufacturer.
- Provide UL or NRTL listed electrical materials or obtain the engineer's approval for materials that do not have a UL or NRTL standard.

#### **C** Construction

Furnish, deliver and install the Lighting Control Cabinet from the department Qualified Product List to the project site.

Obtain approval from the Region lighting engineer, Andy Winga, (608) 785-9061, before installation.

# **D** Measurement

The department will measure Lighting Control Cabinet as each individual lighting control cabinet, 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.0060.16 Lighting Control Cabinet Each

Payment is full compensation for furnishing, assembling, installing the lighting control cabinet including installation of components.

# 44. Storm Sewer Tap, Item SPV.0060.17.

# **A Description**

This special provision describes tapping various sized storm sewer pipes into existing structures, including manholes or inlets, or other pipes at locations shown on the plans.

# B (Vacant)

#### C Construction

Tap into the existing structure to allow the pipe to be flush with the interior wall of the existing pipe or structure.

#### D Measurement

The department will measure Storm Sewer Tap as each individual storm sewer tap, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.17Storm Sewer TapEach

Payment is full compensation for providing all materials, including saw cuts, for excavating; for removing concrete; for providing and removing sheeting and shoring, making connections to new or existing facilities, and for cleaning out.

# 45. Inlets 1G-MS Special, Item SPV.0060.18.

# **A Description**

This special provision describes furnishing and installing Inlets 1G-MS special according to the provisions of standard spec 611 and as detailed the plan.

#### **B** Materials

Furnish inlet conforming to standard spec standard spec 611.

#### **C** Construction

Install at specified location with modified curb and gutter section opening to accommodate concrete flume intake.

#### **D** Measurement

The department will measure Inlets 1G-MS Special as each individually Inlet 1G-MS Special, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.18Inlets 1G-MS SpecialEach

Payment is full compensation according to standard spec 611.5.

# 46. Manholes 9-Foot Diameter Special, Item SPV.0060.19.

# **A** Description

This special provision describes furnishing, assembling, and installing Manholes 9-Foot Diameter Special as shown in the plan according to standard spec 611 and hereinafter provided.

#### **B** Materials

Furnish materials conforming to standard spec 611.

# **C** Construction

Construct Manholes 9-Foot Diameter Special according to specified plan layout for riser sections, reduction cover, and flat top cover to accommodate specified pipe intake locations.

# **D** Measurement

The department will measure Manholes 9-Foot Diameter Special by each individual Manhole 9-Foot Diameter Special, 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.0060.19	Manholes 9-Foot Diameter Special	Each

Payment is full compensation according to standard spec 611.5.

# 47. Manhole Joint Conversion, Item SPV.0060.20.

# **A** Description

This special provision describes work necessary for the conversion of an existing manhole to a pipe joint section at locations shown on the plan.

Perform work according to applicable provisions of standard spec 501 and standard spec 611 and as detailed in the plan.

Place and remove temporary diversion to prevent flow into an adjoining manhole connection for manhole staging connection process.

#### **B** Materials

Furnish concrete for the concrete ring suitable for incidental construction conforming to standard spec 501.3.

Reinforced concrete cap shall be according to standard spec 611.

#### C Construction

Removal of upper section of existing manhole to consist of sawing a radial joint line 6-Inch above existing and proposed access cut-out.

Remaining section of existing manhole is to be capped with a reinforced concrete cap. Concrete cap is to include an approved mastic material to seal to prevent leakage.

Concrete ring applied after capping to prevent movement of cap.

Place engineer approved temporary diversion to prevent flow into adjoining manhole connection.

#### **D** Measurement

The department will measure Manhole Joint Conversion as each individual manhole joint conversion, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.20Manhole Joint ConversionEach

Payment is full compensation for excavation, sawing, mastic, concrete, disposal of removed manhole, backfill, reinforced concrete cap, and temporary diversion method.

# 48. Reinforced Concrete Pipe Slope Collar, Item SPV.0060.21.

# A Description

This special provision describes the construction and placement of a reinforced concrete pipe slope collar along proposed storm sewer pipe.

Perform work according to the applicable provisions of the standard spec 501, standard spec 504, and standard spec 520.

# **B** Materials

Furnish concrete for the concrete ring suitable for incidental construction conforming to standard spec 520.2.4.

# **C** Construction

Concrete shall be placed in the specified size and specified reinforcement bars are to be spaced according to plans.

Collar shall be placed at bell section of pipe.

#### **D** Measurement

The department will measure Reinforced Concrete Pipe Slope Collar as each individual reinforced concrete pipe slope collar, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.21Reinforced Concrete Pipe Slope CollarEach

Payment is full compensation for furnishing all excavation, false work, concrete, reinforcement for placing, finishing, and curing.

# 49. Storm Drainage Adjustment, Item SPV.0060.22.

# **A Description**

This special provision describes the adjustment of various storm water outfall and storm sewer connection to proposed ditch or structure facilities.

Each location is indicated on plan sheet.

Perform work according to the applicable provisions of standard spec 607 and standard spec 611.

# **B** (Vacant)

#### **C** Construction

Perform work as described in the "process section" for each storm drain adjustment.

Owner contact is specified on plan sheet when required.

# **D** Measurement

The department will measure Storm Sewer Drainage Adjustment as each individual storm sewer drain adjustment, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.22Storm Drainage AdjustmentEach

Payment is full compensation for furnishing all excavating, backfilling, disposing of surplus materials, sawing or cutting pipe, connections to storm sewer structures, and drainage layout.

# 50. Inlet Covers Type DW, Item SPV.0060.23.

# **A Description**

This special provision describes furnishing and installing inlet cover Type DW as shown in the plans.

#### **B** Materials

Furnish inlet cover conforming to standard spec 611.

#### C Construction

Construction shall be according to standard spec 611.

# **D** Measurement

The department will measure Inlet Covers Type DW as each individual inlet cover, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.23Inlet Covers Type DWEach

Payment is full compensation according to standard spec 611.5.4.

### 51. Inlets 2X2.5 Special, Item SPV.0060.24.

### **A Description**

Construct Inlets 2X2.5 Special as shown on the plans, or as directed by the engineer, and according to standard spec 611 and as hereinafter provided.

### **B** Materials

Materials shall be according to standard spec 611.2. The rubber adjustment riser is to be on the department's approved product list.

### **C** Construction

Construction shall be according to the plans and with standard spec 611.3.

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

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

### **D** Measurement

The department will measure Inlets 2X2.5 Special as each individual inlet, acceptably completed.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.24Inlets 2X2.5 SpecialEach

Payment is full compensation according to standard spec 611.5.

### 52. Manholes 6-FT Diameter Special, Item SPV.0060.25.

### A Description

Construct Manholes 6-FT Diameter Special as shown on the plans, or as directed by the engineer, and according to standard spec 611 and as hereinafter provided.

### **B** Materials

Materials shall be according to standard spec 611.2. The rubber adjustment riser is to be on the department's approved product list.

### **C** Construction

Construction shall be according to the plans and with standard spec 611.3.

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

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

### **D** Measurement

The department will measure Manholes 6-FT Diameter Special as each individual manhole, acceptably completed.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.25Manholes 6-FT DiameterEach

Payment is full compensation according to standard spec 611.5.

## 53. Force Main Bend 16-Inch, Item SPV.0060.26; Force Main Plug, 16-Inch, Item SPV.0060.29.

### **A Description**

This special provision describes furnishing and installing bends and plugs for sanitary sewer force main, as shown on the plans, conforming to the requirements in the separate special provision entitled "Village of Holmen Standard Sanitary Sewer Specifications for WisDOT Let Projects", and as hereinafter provided.

### **B** (Vacant)

C (Vacant)

### **D** Measurement

The department will measure Force Main Bend, 16-Inch; and Force Main Plug, 16-Inch, by the each individual unit, acceptably completed.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.26Force Main Bend, 16-InchEachSPV.0060.29Force Main Plug, 16-InchEach

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, bedding materials, backfilling, fittings, reaction blocking, solid concrete blocking and joint restraint shall be included in the contract price.

### 54. Trace Wire Terminal Box, Item SPV.0060.27.

### **A Description**

This special provision describes furnishing and installing tracer wire terminal box for sanitary sewer force main, as shown on the plans, conforming to the requirements in the separate special provision entitled "Village of Holmen Standard Sanitary Sewer Specifications for WisDOT Let Projects", and as hereinafter provided.

### **B** (Vacant)

### C (Vacant)

#### **D** Measurement

The department will measure Tracer Wire Terminal Box, by each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.27 Tracer Wire Terminal Box Each

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, bedding materials, backfilling, fittings, and blocking shall be included in the contract price.

### 55. Air Release Manhole, Complete, Item SPV.0068.28.

### A Description

This special provision describes furnishing a precast concrete structure with aluminum hatch, waterproofing, high performance epoxy finish, two plug valves, 14-feet of Cl. 53 ductile iron sanitary sewer force main, all internal fittings, pipe supports, vent piping, marker post and appurtenances, as shown on the plans, according to the pertinent provisions of standard spec 611, conforming to the requirements in the separate special

provision entitled "Village of Holmen Standard Sanitary Sewer Specifications for WisDOT Let Projects", and as hereinafter provided.

### **B** Vacant

### C Vacant

### **D** Measurement

The department will measure Air Release Manhole Complete, by 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 NUMBERDESCRIPTIONUNITSPV.0060.28Air Release Manhole, CompleteEach

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, removing, backfilling, and compacting material along with adjusting the structure to finish grades, shall be included in the contract price.

# 56. Construction Staking Air Release Manhole, Item SPV.0060.30; Construction Staking Bends, Item SPV.0060.31; Construction Staking Terminal Boxes, Item SPV.0060.32.

### A Description

This special provision describes construction staking for the sanitary sewer force main, as shown on the plans, according to the pertinent provisions of standard spec 650, conforming to the requirements in the separate special provision entitled "Village of Holmen Standard Sanitary Sewer Specifications for WisDOT Let Projects", and as hereinafter provided.

### **B** (Vacant)

### **C** Construction

Perform the work according to the requirements of standard spec 650.

#### **D** Measurement

The department will measure Construction Staking Air Release Manhole, Construction Staking Bends, and Construction Staking Terminal Boxes as each item staked and acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.30	Construction Staking Air Release Manhole	Each
SPV.0060.31	Construction Staking Bends	Each
SPV.0060.32	Construction Staking Terminal Boxes	Each

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

### 57. Cleaning Bridge Box Culvert, B-32-09, Item SPV.0060.33.

### **A Description**

This special provision describes cleaning of twin cell bridge box culvert B-32-09, and as hereinafter provided.

### **B** (Vacant)

### C Construction

Clean the existing bridge box culvert of all dirt, vegetation, and brush in both 8'x10' cells. Materials removed from the bridge box culvert may be used in other areas requiring fill material within the project limits if deemed suitable by the engineer. Dispose of surplus and unsuitable material as specified in standard spec 205.3.12.

If water is used, all water generated from the cleaning process must be trapped in a sediment capture basin and disposed of at a site designated by the engineer.

### **D** Measurement

The department will measure Cleaning Bridge Box Culvert B-32-09 by each individual box culvert cleaned and acceptably completed.

### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.33 Cleaning Bridge Box Culvert, B-32-09 LS

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

### 58. Water Main Fittings – Ductile Iron, Item SPV.0085.01.

### **A Description**

This special provision describes furnishing and installing water main fittings – ductile iron as shown on the plans, according to the pertinent provisions of standard spec 607 and City of Onalaska Standard Specifications. Fittings shall also include price for furnishing and installing concrete thrust restraint and all retaining glands.

### **B** Materials

All ductile iron fittings shall conform to AWWA C110 latest designation, specifications for the size indicated on plans. All fittings shall have a pressure rating of 350 psi, shall be cement lined according to AWWA C-104, and shall be mechanical joint. All fittings shall have an exterior strap or cable for electrical conductivity.

### C (Vacant)

### **D** Measurement

The department will measure Water Main Fittings – Ductile Iron by each individual unit, acceptably completed. Fitting weights shall be as outlined in the miscellaneous quantities.

### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0085.01Water Main Fittings – Ductile IronLB

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, bedding, materials, backfilling, dewatering, removal, temporary connections, retaining glands, thrust blocking and disposal shall be included in the contract price.

## 59. Water Main Ductile Iron 6-Inch, Item SPV.0090.01; 8-Inch, Item SPV.0090.02.

### **A Description**

This special provision describes water main 6-Inch and water main 8-Inch as shown on the plans, according to the pertinent provisions of standard spec 607 and City of Onalaska Specifications.

### **B** Materials

All water main pipe, gaskets, fittings, and specials shall conform to AWWA Specifications latest edition. All piping shall be installed with Class "B" bedding. All water main connections and fittings shall require mechanical joints. Ductile iron pipe shall meet AWWA C-150 for thickness design and C-151 for material. Pipe thickness shall meet pressure Class 350 PSI for normal service zone, having the following nominal wall thickness for up to 10 feet of bury. All ductile iron pipe shall be cement lined according to AWWA C-104 (latest designation).

6 inch ductile iron – 0.25 inch wall

8 inch ductile iron -0.25 inch wall

10 inch ductile iron – 0.26 inch wall

12 inch ductile iron – 0.28 inch wall

14 inch ductile iron – 0.31 inch wall

16 inch ductile iron – 0.34 inch wall

18 inch ductile iron – 0.36 inch wall 20 inch ductile iron – 0.38 inch wall 24 inch ductile iron – 0.43 inch wall

Conductivity shall be achieved by external strapping of the joints and fittings as described in the City of Onalaska Standard Specifications. All gaskets for ductile iron pressure pipe and fittings shall conform to AWWA C-111, latest designation specifications. The gaskets and joints shall have the same pressure rating as the pipe or fitting of which they are a part.

### C (Vacant)

### **D** Measurement

The department will measure Water Main Ductile Iron 6-Inch and Water Main Ductile Iron 8-Inch in length by the linear foot in place, measured along the water main centerline, completed 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.0090.01	Water Main Ductile Iron 6-Inch	LF
SPV.0090.02	Water Main Ductile Iron 8-Inch	LF

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Payment for furnishing all retaining glands, dewatering, thrust blocking and abandoning existing water main as required shall be included in the contract price.

### 60. Water Service, 1-Inch Copper, Item SPV.0090.03.

### **A Description**

Furnish and install water service pipe according to the plan details and as hereinafter provided.

### **B** Materials

Water Service shall be Type "K" of annealed seamless copper tubing according to ASTM B88 and AWWA C800

### **C** Construction

Construction shall be according to Chapter 5.5.0 *Laying of Water Services* of the Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition except Articles 5.5.0 *Lead Joints* and 5.5.6 *Gasket Joints*.

Install copper water service laterals without any coupling or joint from corporation stop to curb stop. Place new copper water service pipe from curb stop to Right-of-Way line. Connect to existing water service pipe at Right-of-Way line using necessary fittings.

### **D** Measurement

The department will measure Water Service 1-Inch Copper in length by the linear foot in place, measured along the water service centerline, completed and accepted.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.03Water Service, 1-Inch CopperLF

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, bedding materials, backfilling, granular backfill materials, compaction, fittings, temporary connections and dewatering shall be included in the contract price.

### 61. Remove or Abandon Water Main, Item SPV.0090.04.

### **A Description**

This special provision describes removing or abandoning existing 4-inch and 6-inch water mains, as shown on the plans, according to the pertinent provisions of standard spec 204 and as hereinafter provided.

### **B** (Vacant)

### **C** Construction

After construction of new water main is complete and operational, existing mains may be either abandoned in place or removed at the engineer's discretion. Abandoning mains in place shall require the contractor to fill pipe with flowable fill to eliminate voids. Prior to filling pipe with flowable fill, contractor shall plug ends of pipe with a watertight cap or plug that is mechanically restrained to the main. All other pipe removed shall be disposed of by the contractor.

#### **D** Measurement

The department will measure Remove or Abandon Water Main, 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 NUMBERDESCRIPTIONUNITSPV.0090.04Remove or Abandon Water MainLF

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, removing, backfilling, compaction, placement of flowable fill, mortar, concrete and disposal shall be included in the contract price.

### 62. Construction Staking Water Main, Item SPV.0090.05.

### A Description

This special provision describes construction staking for water main, as shown on the plans, according to the pertinent provisions of standard spec 650 and City of Onalaska Standard Specifications.

### **B** (Vacant)

### **C** Construction

Perform the work according to the requirements of standard spec 650.

#### **D** Measurement

The department will measure Construction Staking Water main 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 NUMBERDESCRIPTIONUNITSPV.0090.05Construction Staking Water MainLF

Payment is full compensation for locating and setting all construction stakes, for relocating and resetting damaged or missing construction stakes and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

## 63. Pavement Marking Grooved Preformed Thermoplastic 8-Inch, Item SPV.0090.06; 12-Inch, Item SPV.0090.07; 18-Inch, Item SPV.0090.08.

### A Description

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

### **B** Materials

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

### **C** Construction

### C.1 General

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

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

### C.2 Groove Depth

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

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

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

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

Position the groove edge according to the plan details.

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

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

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

### C.5.1 Concrete

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

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

### C.5.2 New Asphalt

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

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

### C.5.3 Existing Asphalt

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

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

### C.6 Preformed Thermoplastic Application

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

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

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

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

#### **D** Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic (size) in length by the linear foot, acceptably completed.

### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	Pavement Marking Grooved Preformed Thermoplastic	LF
	8-Inch	
SPV.0090.07	Pavement Marking Grooved Preformed Thermoplastic	LF
	12-Inch	
SPV.0090.08	Pavement Marking Grooved Preformed Thermoplastic	LF
	18-Inch	

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

### 64. Construction Staking Archaeological Utility Layout, Item SPV.0090.09.

### A Description

This special provision describes field location of excavation trenches for storm, water, electrical, telephone (fiber optic) and sanitary utilities and is according to the applicable provisions of standard spec 650 and as hereinafter provided.

### **B** (Vacant)

### **C** Construction

Prior to the excavation of any trench to place new or remove existing utilities, the contractor is to locate and mark the pipe/cable centerline.

After location of utility, the contractor is to provide surface excavation limits according to selected method of excavation to both the engineer and onsite archaeologist.

Surface excavation limits will then be investigated by onsite archaeologist in order to clear area for excavation of utility. Once excavation is started, onsite archaeologist will monitor excavated material

Limits of excavation and utility centerline are to be marked by the use of a lath, flags, or stakes

### **D** Measurement

The department will measure Construction Staking Archaeological Utility Layout in length by the linear foot along the centerline of the utility, 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.0090.09 Construction Staking Archaeological Utility Layout LF

Payment is full compensation for survey work necessary to locate utility reference line and establish excavation limits; resetting missing limit points; and for furnishing all labor, tools, stakes, lath, flags, equipment and incidentals necessary to complete the work.

### 65. Storm Sewer Carrier Pipe Lining, Item SPV.0090.10.

### **A Description**

This special provision describes placing the storm sewer carrier pipe inside an existing in place concrete cross drain pipe, filling the void spaced between the cross drain pipe and the carrier pipe with granular backfill, placing the concrete seal at the cross drain pipe end points, sawing cross drain pipe to accommodate proposed drainage structures according to details shown in the plan and as hereinafter provided.

### **B** Materials

Prior to sealing the end of the cross drain pipe, the area to be sealed shall be thoroughly cleaned and sealed with any grade of concrete designated under standard spec 501.3.1

Granular backfill shall conform to standard spec 209 and can either be Grade One or Two.

### **C** Construction

The carrier storm sewer pipe shall be supported and braced to prevent shifting or flotation during placement of granular backfill. The granular backfill shall fill the void space between the cross drain pipe and the carrier storm sewer pipe.

The contractor shall submit a method of insertion for the carrier storm sewer pipe to the engineer.

#### **D** Measurement

The department will measure Storm Sewer Carrier Pipe Lining in length by the linear foot, acceptably completed.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.10Storm Sewer Carrier Pipe LiningLF

Payment is full compensation for furnishing and installing all materials, including granular backfill and concrete seal, for the method of carrier storm sewer pipe, including all mechanical equipment required for the insertion of the carrier storm sewer pipe.

### 66. Ditch Shaping, Item SPV.0090.11.

### **A Description**

This special provision describes the process of clearing, excavating, placing fill, grading, shaping and finishing as necessary to construct a drainage ditch or barrier as indicated in the plans and according to applicable provisions of the standard specifications and as hereinafter provided.

### **B** Materials

Furnish material conforming to standard spec 205 and standard spec 208.

### C Construction

For the placement of the drainage ditch for ditch shaping, begin and end points of are to be field verified prior to any earthwork. At these points, elevations are to be obtained and drainage slope is to be computed for drainage points.

Where the placement of fill is required to shape an embankment for ditch shaping, surface water diversion is directed along the embankment. Ensure a minimum 4-Inch high barrier with 4:1 slopes for embankment if not indicated on cross sections and that begin and end points blend into existing soil.

### **D** Measurement

The department will measure Ditch Shaping in length by the linear foot, acceptably completed.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.11Ditch ShapingLF

Payment is full compensation for furnishing all excavation, grading, shaping, compacting, providing and placing fill.

## 67. Force Main PVC, C-905, 16-Inch, Item SPV.0090.12; Tracer Wire, Item SPV.0090.13.

### **A Description**

This special provision describes the Force Main PVC C-905 16-Inch sanitary sewer and tracer wire, as shown on the plans, according to the pertinent provisions of standard spec 607, conforming to the requirements in the separate special provision entitled "Village of Holmen Standard Sanitary Sewer Specifications for WisDOT Let Projects", and as hereinafter provided.

### **B** (Vacant)

### C (Vacant)

### **D** Measurement

The department will measure Force Main PVC C-905 16-Inch, and Tracer Wire, in length by the linear foot in place, measured along the sanitary sewer force main centerline, completed, tested, 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.0090.12	Force Main PVC, C-905 16-Inch	LF
SPV.0090.13	Tracer Wire	LF

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Payment for furnishing all force main fittings and embedment material as required shall be included in the contract price.

### 68. Multi-Use Trail Match Grading, Item SPV.0090.14.

### **A Description**

This special provision describes the extension of the multi-use trail to limits indicated on the plans at adjoining public road future connection points. The construction of the extension is to include removal of topsoil, grading, fill, shaping, and finishing the subgrade area for the multi-use trail according to applicable provisions of the standard specifications and as hereinafter provided.

### **B** Materials

Furnish material conforming to standard spec 205 and standard spec 208.

### **C** Construction

Construction 12-foot sub-grade surface area to accommodate the 10-foot trail according to layout points indicated in the plan.

Prior to construction of 12-foot sub-grade, contractor is to layout the trail with sub-grade elevation points and slope intercept points.

Within the trail place area, the contractor is to strip the topsoil and utilize this material for cover to the constructed embankments.

#### **D** Measurement

The department will measure Multi-Use Trail Grading in length by the linear foot, acceptably completed.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.14Multi-Use Trail Match GradingLF

Payment is full compensation for furnishing all excavation, topsoil removal, grading shaping, placing fill, compacting, and salvaged topsoil.

### 69. Construction Staking Force Main, Item SPV.0090.15.

### **A Description**

This special provision describes construction staking for sanitary sewer force main, as shown on the plans, according to the pertinent provisions of standard spec 650, conforming to the requirements in the separate special provision entitled "Village of Holmen Standard Sanitary Sewer Specifications for WisDOT Let Projects", and as hereinafter provided.

### **B** (Vacant)

### C Construction

Perform the work according to the requirements of standard spec 650.

### **D** Measurement

The department will measure Construction Staking Force Main by the linear foot, acceptably completed, measured along the force main centerline.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.15Construction Staking Force MainLF

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

### 70. Infiltration Basin, Item SPV.0105.01.

### **A Description**

This special provision describes constructing an infiltration basin as shown on the plans and as hereinafter provided.

#### **B** Materials

### **B.1** Engineered Soil

(1) Provide soil consisting of a mixture of sand, compost and topsoil. Design the mix to approximate the following percentages, by volume.

<b>Engineered Soil Component</b>	Percentage Composition (By Volume)
Mineral (Si0 <sub>2</sub> ) Sand	40%
Topsoil	20% if loam texture
_	30% if sandy loam or loamy sand texture
0 4	200/ 400/

Compost 30% - 40%

- Provide sand meeting the gradation requirements of standard spec 209.2.2. Provide sand consisting of mineral sand that is at least 97% Si0<sub>2</sub>. Substitutions, such as calcium carbonated sand, dolomitic sand, manufactured sand or stone dust will not be allowed. Wash the sand to remove clay and silt particles, and well drain prior to mixing.
- (3) For topsoil, provide USDA classified sandy loam, loamy sand or loam texture. Verify the topsoil component textural class by a laboratory analysis or a professional acceptable to the jurisdiction having authority.
- (4) Provide compost meeting the requirements of Wisconsin Department of Natural Resources Specification S100, Compost.
- (5) Provide engineered soil mix free of rocks, stumps, roots, brush or other material over 1 inch in diameter. Do not mix materials with the engineered soil that may be harmful to plant growth or prove a hindrance to planting or maintenance.
- (5) Provide engineered soil mix with a pH between 5.5 and 6.5 and with adequate nutrient content to meet plant growth requirements.

### **B.2** Erosion Mat

Provide Erosion Mat Class II, Type A on all basin side slopes per plan detail.

### **C** Construction

### **C.1** Construction Site Stabilization

Prevent construction site runoff from disturbed areas from entering the infiltration device. Divert runoff from pervious areas from the device until the pervious areas have undergone

final stabilization. Final stabilization is the condition achieved on pervious areas when uniform perennial vegetative cover has been established with a density of at least 70 percent.

### C.2 Suitable Weather

Suspend basin construction during periods of rainfall or snowmelt. Maintain suspension of basin construction if ponded water is present or if residual soil moisture contributes significantly to the potential for soil smearing, clumping or other forms of compaction.

### **C.3** Compaction Avoidance

Minimize compaction and smearing of the soils beneath the floor and side slopes of the infiltration area, and compaction of the soils used for backfill in the soil planting bed. During site development, cordon off the area dedicated to the infiltration device to prevent access by equipment with narrow tracks or narrow tires, rubber tires with large lugs, or high-pressure tires. Acceptable equipment for constructing the infiltration device includes excavation hoes, light equipment with turf type tires, marsh equipment or wide-track loaders.

### **C.4** Compaction Remediation

If compaction occurs at the base of the infiltration device refracture the soil to a depth of at least 12 inches. If smearing occurs, correct the smeared areas of the interface by raking or roto-tilling.

### C.5 Placement and Settling of Engineered Soil

- (1) Prior to placement in the infiltration device, premix the engineered soil and provide a moisture content low enough to prevent clumping and compaction during placement.
- (2) Place the engineered soil in multiple lifts, each approximately 12 inches in depth.
- (3) Methods to induce mild settling of the engineered soil bed, as needed to prepare a stable planting medium and to stabilize the ponding depth, may be utilized. Vibrating plate-style compactors will not be allowed to induce settling.

### **D** Measurement

The department will measure Infiltration Basin as a single complete lump sum unit of work, completed according to the contract accepted.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.01Infiltration BasinLS

Payment is full compensation for furnishing all materials; including compost, engineered soil, erosion mat, seeding and mulching; for furnishing all excavating, backfilling, stockpiling, disposing of surplus material, and for cleaning out and restoring the work site, and all incidentals necessary to complete the contract work.

### 71. Rectangular Rapid Flashing Beacon System, Item SPV.0105.02.

### **A** Description

This work shall consist of furnishing and installing a solar powered rectangular rapid flashing beacon (RRFB) system consisting of multiple assemblies as described herein and as shown in the plans. Each assembly shall be solar powered and pedestrian activated.

The assemblies shall be wirelessly controlled and multiple units shall be synchronized.

Furnish proposed system to engineer and City of Onalaska for review.

#### **B** Materials

Furnish a complete RRFB system with multiple assemblies. Each assembly may consist of, but is not limited to, light indications, wireless communication equipment, solar power equipment, and electrical components (wiring, solid-state circuit boards, etc). An assembly may include the following items:

### **Light Indications:**

Each indication shall be a minimum size of approximately 5" wide x 2" high. Two indications shall be installed on an assembly facing each direction of approaching vehicular traffic. The two indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.

A single indication shall be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.

The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.

The light intensity of the indications shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. Contractor shall furnish a Certificate of Compliance for this standard. Specifically, the certificate should state that the indications: "Meet photometry of jurisdictional compliance standard(s) identical to: 2 J595 Class 2 Nov08 Yellow Peak Cd and 2 J595 Class 3 Nov08 Yellow Cds/Min

Each indication shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque. All exposed hardware shall be anti-vandal

### Signs:

- Signage shall include:
- · R-10-25

The assemblies must be constructed to allow the appropriate space for the installation of the signs in the field.

### **Control Circuit:**

The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be completely programmable.

The flashing output shall have 70 to 80 periods of flashing per minute with a 100 – millisecond duration on time. The output shall reach the output current as programmed for the duration of the pulse.

When two indications are mounted side-by-side, they shall have alternating but approximately equal periods of rapid pulsing light emissions and dark operation. Also, during each of the 70 to 80 flashing periods per minute, one of the indications shall emit two rapid pulses of light and the other indication shall emit three rapid pulses of light.

Flash rates with the frequencies of 5 to 30 flashes/second shall not be used to avoid inducing seizures.

When activated, the RRFB shall operate for a predetermined interval based on MUTCD procedures for timing of pedestrian clearance times for pedestrian signals. Coordinate with the department for this interval.

To prevent continuous activation of the RRFB and to allow vehicular queue clearance, the RRFB shall be programmed to prevent activation within 30 seconds of the termination of a previous activation.

The control circuit shall be installed in an IP67 NEMA rated enclosure. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series.

#### **Battery:**

Battery unit shall be a 4.8 volt 14000mAH Nickel Metal Hydride (NiMH). All batteries shall be sealed in a plastic film to provide moisture and corrosion resistance.

All batteries shall operate between the temperatures of -20°C and +60°C. All battery connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series.

### Wireless Radio:

Radio control shall operate on 900mhz frequency hopping spread spectrum network.

Radio shall integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.

The Radio shall synchronize all of the remote light indications so they will turn on within 120msec of each other and remain synchronized through-out the duration of the flashing cycle.

Radio systems shall operate from 3.6 vdc to 15vdc.

### **Solar Panel:**

The solar panel shall be up to 13.5"x15" in size and provide up to 13.5 watts peak total output. The panel shall be sized according to the weather and field conditions to maximize performance.

The solar panel shall be mounted to an aluminum plate and bracket at an angle of 45°- 60° to provide maximum output.

All fasteners used shall be anti-vandal.

All solar panel connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes. Connectors shall be Deutsch DTM series.

### **Pushbutton:**

Furnish freeze-proof ADA compliant pedestrian push buttons made by an approved manufacturer to meet requirements of standard spec 658.

### **Aluminum Pole Standard and Pedestal Base:**

The supporting structure (pole, breakaway transformer base, sign supports), shall be constructed of anodized aluminum and meet requirements of standard spec 657.

### **Concrete Base:**

The concrete base and anchor bolts shall be supplied and installed to meet requirements of a Concrete Base Type 1 of standard spec 654.

### Hardware:

Furnish all hardware, connections, etc to make the RRFB system fully operational.

### **C** Construction

The RRFB system will consist of multiple assemblies to be constructed by the contractor as shown on the plans. Make the RRFB system fully operational. Construct and assemble the system per manufacturer's instructions.

### **D** Measurement

The department will measure Rectangular Rapid Flashing Beacon System as a single lump sum unit of work for each location, 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.0105.02 Rectangular Rapid Flashing Beacon System LS

Payment is full compensation for furnishing and installing a fully operational RRFB system.

## 72. Construction Staking Archaeological Sub-Grade Limit, Item SPV.0105.03.

### **A Description**

This special provision describes field identification of excavation below existing aggregate base to existing sub-base and below, or identification of excavation below existing ground surface for the placement of roadway base aggregate along the roadway grade profile.

### **B** (Vacant)

### **C** Construction

Plan and locate areas where excavation of existing aggregate base is to be removed to beyond the sub-grade and aggregate base boundary or existing soil is to be removed to plan sub-grade level.

Contractor is to provide the engineer and onsite archaeologist a list of excavation areas. Prior to excavation, the contractor is to ensure that an onsite archaeologist is present when sub-grade soil is exposed in order to investigate the area.

#### **D** Measurement

The department will measure Construction Staking Archaeological Sub-Grade Limit as a single lump sum unit of work, acceptably completed, for all locating of excavation areas along the roadway grade profile that are below the existing aggregate base or proposed sub-grade level.

### E Payment

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

Payment is full compensation for survey work necessary to locate utility reference line and establish excavation limits; resetting missing limit points.

### 73. Archaeological Excavation, Item SPV.0105.04.

### **A Description**

This special provision describes providing equipment and personnel to support excavation, removal, and replacement of soil at locations of excavation below existing aggregate base to existing sub-base and below; or locations of excavation below existing ground surface for the placement of roadway base aggregate along the roadway grade profile.

The sub-grade investigation of the soil by the onsite archaeologist is to ensure that no cultural resources are disturbed or damaged as a result of the roadway work.

Prior to any excavation activities, the contractor is to contact the onsite archaeologist to discuss method of investigation.

### **B** (Vacant)

#### C Construction

The contractor is to assist the onsite archaeologist by providing equipment necessary to strip existing soil material to designated levels.

The soil investigation is to occur in areas that are to be excavated for underground utilities and in areas where the existing sub-grade is to be removed or disturbed.

The contractor is to provide equipment that will clean scrape a minimum 10 feet wide area with equipment that does not have any teeth on the cutting edge of the bucket or blade.

The final clean scrape area is to be determined by both the onsite archaeologist and the contractor according to the type of planned excavation.

Final depth of scraping is to be determined by the archaeologist. Estimated maximum depth is 2-feet.

### **D** Measurement

The department will measure Archaeological Excavation as a single lump sum unit of work, acceptably completed, for all equipment, personnel, excavation, compaction, and replacement of excavated material sites along the roadway grade profile that are below the existing aggregate base or proposed sub-grade level.

### **E** Payment

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

Payment is full compensation for excavation associated with the sub-grade investigation of the roadway, providing onsite equipment and personnel; and work to restore the investigation site; and incidentals necessary to complete the work.

### 74. Postal Delivery Coordination, Item SPV.0105.05.

### **A Description**

This special provision describes the maintenance of postal delivery service to residents and businesses within the project limits.

Coordination shall be conducted prior to and during the construction project.

### **B** (Vacant)

### **C** Construction

Prior to construction activities, contact the Village of Holmen and City of Onalaska Post Master to arrange a meeting to discuss the following items:

- · Construction Project Area and Schedule
- Existing Mail Delivery Schedule
- Proposals for Postal Delivery including post box relocation area.
- Contact Information

Upon completion of proposed postal delivery service plan, contact property owners by letter in order to notify them on planned changes and required action needed to maintain postal service.

Owner contact list shall be obtained from the engineer.

Prior to each traffic control stage, a review shall be completed if postal service needs to be modified with follow-up notifications when construction alters the current delivery service needs.

Anticipated mail box relocation to post construction project site (permanent) shall occur in stage three. Permanent placement notice to property owner is dependent upon placement of permanent curb and gutter or shoulders.

### **D** Measurement

The department will measure Postal Delivery Coordination as a single lump sum unit of work for all coordination meetings and property owner contact, acceptably completed under this contract.

### E Payment

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

following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0105.05Postal Delivery CoordinationLS

Payment is full compensation for meetings, notification mailings, and reviews to maintain postal delivery service.

## 75. Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP, Item SPV.0165.01.

### **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 minimum.

This special provision describes the quality management program (QMP) for MSE walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

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

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

### **B** Materials

### **B.1 Proprietary Mechanically Stabilized Earth Concrete Panel Wall Systems**

The supplied wall system must be from the department's approved list of Concrete Panel Mechanically Stabilized Earth Wall systems (Concrete Panel MSE Walls).

Proprietary wall systems may be used for this work, but must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures, Structures Design Section. The department maintains a list of pre-approved Concrete Panel Mechanically Stabilized Earth Wall systems. 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 pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant

manufacturing the concrete panels shall be furnished to the engineer at least 14 days prior to the start of panel production.

To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision. Applications for pre-approval may be submitted at any time. Applications must be prepared 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 the proposed wall design is in compliance with the design specifications. Four copies of the following shall be submitted to the engineer for review and acceptance no later than 60 days from the date of notification to proceed with the project.

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

The design of the Concrete Panel MSE Wall shall be in compliance with the AASHTO LRFD Bridge Design Specifications 5<sup>th</sup> Edition 2010, (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (Standard Specifications), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table11.5.6-1 LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer. Where walls or wall sections intersect with an included angle of 130 degrees or less, a vertical corner element separate from the standard panel face shall abut and interact with the opposing standard panels. The corner element shall have ground reinforcement connected specifically to that panel and shall be designed to preclude lateral spread of the intersecting panels. If the wall is installed in front of a bridge abutment or wing, it shall also be designed to resist the applied abutment/bridge lateral forces specified on the contract plans.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratios (CDR) for sliding, eccentricity, and bearing checks is performed by the department and are provided on the wall plans.

The design of the Concrete Panel Mechanically Stabilized Earth Wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and panel-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits.

Facing panels shall meet the design requirements of AASHTO LRFD 11.10.2.3. The Facing panels shall also be designed to resist compaction stresses that occur during the wall erection. The minimum thickness of the Facing panel shall be 5.5 inches. The surface area of a standard single panel cannot exceed 60 square feet. The maximum height of a standard panel shall be 5 feet. The top and bottom panels may exceed 5 foot in height based on site topography subject to the approval by the Structures Design Section. The design of the steel reinforcement within the panels shall be based on one-way bending action. Design the wall panels and joints between panels to accommodate a maximum differential settlement of 1 foot over a 100-foot length, unless the plans indicate other.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 the wall height or as shown on the plan. In no case shall this length be less than 8 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be 31 inches. The uppermost layer of the reinforcement shall be located between 6 inches and 18 inches below the bottom of an overlying slab, footing or top of the wall. The upper layers of the soil reinforcement shall also be checked to verify that they have sufficient tensile resistance against traffic barrier impact where applicable.

All soil reinforcement steel required for the reinforced soil zone shall be connected to the face panels. The reinforcement and the reinforcement/facing connection strength shall be designed to resist maximum factored reinforcement loads according to AASHTO LRFD Section 11.10.6. Facing connection strength shall be defined as the resistance factor times the failure load, or the load at 0.5 inch deformation times 0.9, whichever is less. The nominal long term design strength in steel reinforcement and connections shall be based upon assumed conditions at the end of the design life.

Soil reinforcement shall be prefabricated into single or multiple elements before galvanizing. Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Cutting or altering of the basic structural section of either the strip or grid at the site is prohibited unless approved by the Structures Design Section. A minimum clearance of 3" shall be maintained between any obstruction and reinforcement unless otherwise approved by the Structures Design Section. Splicing steel reinforcement is not allowed, unless approved by the Structures Design Section.

MSE facing panels shall be installed on concrete leveling pads. The minimum cross section of the leveling pad shall be 6-inches deep by 1-foot wide. Potential depth of frost penetration at the wall location shall not be considered in designing the wall for depth of leveling pad.

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

### B.3.1 General

The walls shall have modular precast concrete face panels produced by a wet cast process, and have cast-in-place concrete pads or footings. The concrete panels shall have a minimum strength of 4000 psi at 28 days. The concrete for the panels shall be air entrained, with an air content of 6% + 1.5%. All materials for the concrete mixture for the panels shall meet the requirements of standard spec 501. The panel edges shall be configured so as to conceal the joints. The detail shall be a shiplap, tongue and groove or

other detail adequate to prevent vandalism or ultraviolet light damage to the backside of the wall joint covering. Joints between panels shall be no more than 0.75 inch. Use full wall height slip joints at points of differential settlement when detailed on the plan. Horizontal joints must be provided with a compressible bearing material to prevent concrete to concrete contact.

A minimum of two bearing pads shall be used per panel. The allowable bearing stress shall not exceed 900 psi. The bearing pads shall be preformed EPDM rubber conforming to ASTM D-2000, Grade 2, Type A, Class A with a minimum Durometer Hardness of 80, or high-density polyethylene pads with a minimum density of 0.034 lb/in<sup>3</sup> according to ASTM 1505.

An 18-inch wide geotextile shall be used on the backface of the wall panels to cover all panel joints. The geotextile shall meet the physical requirements stated in standard spec 645.2.4 for Geotextile Fabric, Type DF, Schedule B, except that the grab tensile strength shall be a minimum of 180 pounds in both the machine and cross-machine directions. The geotextile shall be attached with a standard construction adhesive suitable for use on concrete surfaces and cold temperatures. The adhesive shall be applied to the panels, not to the geotextile.

All steel portions of the wall system exposed to earth shall be galvanized. All soil reinforcement and attachment devices shall be carefully inspected to ensure they are true size and free from defects that may impair the strength and durability.

For cast in place sections of cap and coping, use poured concrete masonry Grade A, A-FA, A-S, A-T, A-IS or A-IP concrete conforming to standard specification standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Use 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 spec 716, Class II Concrete

The minimum embedment to the top of the leveling pad shall be 1 foot 6 inches or as given on the contract plan. Step the leveling pad to follow the general slope of the ground line. The leveling pad's steps shall keep the bottom of the wall within one half the panel heights of the minimum embedment i.e. the minimum embedment plus up to one half the height of one panel. Additional embedment may be detailed by the contractor, but will not be measured for payment.

### **B.3.2 Backfill**

Furnish and place backfill for Concrete Panel MSE Walls as shown on the plans and as hereinafter provided.

Provide and use backfill that consists of natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. It shall not contain foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material shall meet the following requirements.

Test	Method	Value
рН	AASHTO T-289	5 – 10.0
Sulfate content	AASHTO T-290	200 ppm max.
Chloride content	AASHTO T-291	100 ppm max.
Electrical Resistivity	AASHTO T-288	3000 ohm/cm min.
Organic Content	AASHTO T-267	1.0% max.
Angle of Internal Friction	AASHTO T-236*	30 degrees min. (At 95.0% of
		maximum density and
		optimum moisture, per
		AASHTO T99, or as
		modified by C.2.)

\*If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM 5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests (except Angle of Internal Friction test), are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. All certified report of test results shall be less than 6 months old and performed by a certified independent laboratory.

### **C** Construction

### C.1 Excavation and Backfill

Excavation will encompass preparing the leveling pad foundation and the area below the reinforcing strips according to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

**C.2 Compaction** Compact all backfill behind the wall as specified in standard spec 207.3.6. Compact the backfill to 95.0% of maximum dry density as determined by AASHTO T-99, or as modified as follows. If the gradation of the granular backfill is such that the P-200 material is less than 7% and the P-40 is less than 30%, a one-point Proctor test can be conducted in place of the 5-point Proctor. To complete this one-point test, compact the sample at a moisture content of 6%, then compute the actual (as-tested) sample moisture after completion of the test. Use Method B or D, and perform this test without removing oversize particles and without correction for coarse particles, as per AASHTO T224. The one-point as-tested moisture content represents the optimum moisture, and the measured one-point density represents the maximum wet density of the material. From these values, the maximum dry density can be computed.

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the panels.

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 the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

### C.3 Panel Tolerances

As backfill material is placed behind a panel, maintain the panel in its proper inclined position according to the supplier specifications and as approved by the engineer. The supplier shall specify the back batter so that the final position of the wall is vertical. Vertical tolerances and horizontal alignment tolerances shall not exceed <sup>3</sup>/<sub>4</sub>-inch when measured along a 10-foot straight edge. The maximum allowable offset in any panel joint shall be <sup>3</sup>/<sub>4</sub>-inch. The overall vertical tolerance of the wall (plumbness from top to bottom) shall not exceed <sup>1</sup>/<sub>2</sub>-inch per 10 feet of wall height. Erect the precast face panels to ensure that they are located within 1 inch from the contract plan offset at any location to ensure proper wall location at the top of the wall. Provide a <sup>3</sup>/<sub>4</sub>-inch joint separation between all adjacent face panels to prevent direct concrete-to-concrete contact. Maintain this gap by the use of bearing pads and/or alignment pins. Failure to meet this tolerance shall cause the engineer to require the contractor to disassemble and re-erect the affected portions of the wall. In addition, imperfect molding, honeycombing, cracking or severe chipping of panels shall be cause of panel rejection.

## C4 Quality Management Program C.4.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

- 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
- 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
- 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
- 4. Descriptions of stockpiling and hauling methods.

- 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- 6. Location of the QC laboratory, retained sample storage, and other documentation.
- 7. A summary of the locations and calculated quantities to be tested under this provision.

### C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Level I Grading Technician, Level I Aggregate Technician, or Assistant Certified Aggregate Technician (ACT) present at the each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Level I Nuclear Density Technician or Assistant Certified Nuclear Density Technician (ACT) perform field density and field moisture content testing.

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

### **C.4.3** Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at <a href="http://www.atwoodsystems.com/materials">http://www.atwoodsystems.com/materials</a>. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to ASTM D 6938 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department.

### C.4.4 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8.15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof. A minimum of one test for every lift is

required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2000 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

### **C.4.5 Department Testing**

### C.4.5.1 General

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

### C.4.5.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.4.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.
- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.
- (4) The department will conduct QV Proctor and gradation tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

### C.4.5.3 Independent Assurance (IA)

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
  - 1. Split sample testing.
  - 2. Proficiency sample testing.
  - 3. Witnessing sampling and testing.
  - 4. Test equipment calibration checks.
  - 5. Reviewing required worksheets and control charts.
  - 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.4.5.4.

### **C.4.5.4 Dispute Resolution**

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

### C.5 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

### **D** Measurement

The department will measure Wall Concrete Panel Mechanically Stabilized Earth Wall by the square foot, acceptably completed, measured as the vertical area within the pay limits the contract plans show. No other measurement of quantities shall be made in the field. Unless the engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0165.01 Wall Concrete Panel Mechanically Stabilized Earth SF

LRFD/QMP

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional system including cap and copings; constructing the retaining system including drainage system; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing. Parapets, railings, abutment bodies and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively. (20140716)

### 76. Rigid Styrofoam Insulation, Item SPV.0165.02.

### **A Description**

This special provision describes 2-inch thick rigid styrofoam insulation for sanitary sewer force main installation, as shown on the plans, conforming to the requirements in the separate special provision entitled "Village of Holmen Standard Sanitary Sewer Specifications for WisDOT Let Projects", and as hereinafter provided.

### **B** (Vacant)

### C (Vacant)

### **D** Measurement

The department will measure Rigid Styrofoam Insulation, by square foot area, completed and accepted.

### **E** Payment

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

UNIT SF

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals, necessary to complete the contract work. Excavating, backfilling, compaction, and final adjustment of the manhole casting to finished grade shall be included in the contract price.

#### 77. Wall Modular Block Gravity Landscape LRFD, Item SPV.0165.03.

### A Description

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

#### **B** Materials

### **B.1 Proprietary Wall Systems**

The supplied wall system must be from the department's approved list of Modular Block Gravity Landscape Wall systems (Modular Block Gravity Landscape Walls). Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

The department maintains a list of pre-approved Modular Block Gravity Landscape Wall systems. To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid opening date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared in accordance to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance 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 submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer and Structures Maintenance Section for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

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

The design of the Modular Block Gravity Landscape Wall shall be in compliance with the AASHTO LRFD Bridge Design Specifications 6<sup>th</sup> Edition 2012, (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the Department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined in accordance with Table 11.5.7-1 LRFD.

Design and construct the walls in accordance to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls shall be designed for a minimum live load surcharge of 100 psf in accordance with Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

The design of the Modular Block Gravity Landscape Wall by the Contractor shall consider the internal and compound stability of the wall mass in accordance with AASHTO LRFD 11.10.6. Internal stability shall also be considered at each block level. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. 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. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Facing units shall be designed in accordance with AASHTO LRFD 11.10.2.3.

The minimum embedment of the wall shall be 1 foot 6 inches, or as given on the contract plan. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad. Additional embedment may be detailed by the contractor, but will not be measured for payment.

The leveling pad shall be as wide as the proposed blocks plus 6-inches, with 6-inches of the leveling pad extending beyond the front face of the blocks.

Wall facing units shall be installed on a concrete leveling pad or base aggregate leveling pad. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

The concrete leveling pad shall be as wide as the proposed blocks plus 6 inches, with 6 inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches. A concrete leveling pad is required for the following scenarios:

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

A base aggregate leveling pad shall be used when a concrete leveling pad is not required. The base aggregate leveling pad shall be as wide as the blocks plus 12 inches, and the modular blocks shall be centered on the leveling pad. The minimum thickness of the leveling pad shall be 12-inches after compaction. The leveling pad shall be made from base aggregate dense 1½-inch in conformance with standard spec 305.

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

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

### **B.3.1 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 in accordance with 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 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 texture, color, and appearance that complement the remainder of the wall. The vertical dimension of the cap shall not be less than  $3\frac{1}{2}$  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  $\pm 1/8$  inch from the standard values published by the manufacturer in accordance with ASTM C1372. Base blocks must have a minimum depth (front face to back face) of 36 inches. The minimum front face thickness of blocks shall be 12 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  $1\frac{3}{4}$  inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

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

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

- [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.

Wall facing units may consist of precast modular concrete blocks produced by a wet cast process. The concrete blocks shall have a minimum strength of 4000 psi at 28 days. The concrete for the blocks shall be air entrained, with an air content of 6% +/- 1.5%. All materials for the concrete mixture for the blocks shall meet the requirements of standard spec 501. Wall facing units produced by a wet cast process need not be certified as to absorption and freeze-thaw requirements.

### **B.3.2 Backfill**

Furnish and place backfill for Modular Block Gravity Landscape Walls as shown on the plans and as hereinafter provided.

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 top 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.

Backfill placed between retained soil and Type A backfill shall comply with the requirements for Grade 1 Granular Backfill as contained in standard spec 209.2.2. Wall Backfill, Type A, may be used as retained backfill.

### **B.3.3** Miscellaneous

If plans show sections of cast in place concrete cap or coping, use poured concrete Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

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

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 wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices

### **C** Construction

### C.1 Excavation and Backfill

Excavation and preparation of the foundation for the Modular Block Gravity Landscape wall and the leveling pad shall be in accordance 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 of the wall.

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.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units 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.

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.2** Compaction

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

Insure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks.

### **C.3** Wall Components

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide 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 in accordance with the manufacturer's directions.

### **C.4 Geotechnical Information**

The assumed factored bearing resistance is 1,000 psf.

### **D** Measurement

The department will measure Wall Modular Block Gravity Landscape LRFD by the square foot acceptably completed, measured as the vertical area within the pay limits the contract plans show. No other measurement of quantities shall be made in the field. Unless the Engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

### E Payment

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

ITEM NUMBERDECRIPTIONUNITSPV.0165.03Wall Modular Block Gravity Landscape LRFDSF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings and leveling pad; constructing the retaining system including drainage system; and for providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, performing compaction testing.

Parapets, railings, and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively. (20150824)

## 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.
  - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
  - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>8</u> (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).

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that \_\_\_\_5\_\_ (number) TrANS Apprentice(s) be utilized on this contract.

- 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).

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

### II. IMPLEMENTATION

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

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

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

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

### IV. TRANS TRAINING

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

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

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

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

### V. APPRENTICESHIP TRAINING

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

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

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

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

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

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

### 1. Description

### General

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

http://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. <u>Document</u> 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 WisDOTapproved 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. <a href="https://www.bidx.com/wi/main">https://www.bidx.com/wi/main</a> 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. <u>Evaluate DBE quotes</u> 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 <u>tied bid items.</u> "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. <u>Make</u> 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 <a href="http://roadwaystandards.dot.wi.gov/hcci/">http://roadwaystandards.dot.wi.gov/hcci/</a>

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 No, we are not interested in quality Please take our name off your We have questions about quot	noting on the monthly DBI ing this letting	letting or it E contact li	s items refer	e contact n	ne at this nur		
Prime Contractor 's Contact Pers	son	7		DRE Co	ontractor Co	ntact Person	
DI .			DI				
Phone:		_	Phone				
Fax: Email:		_	Fax Email				
Eman.		_	Eman				
Please circle Proposal No.	the jobs and	l items you	will be qu	oting below	<b>w</b> 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	37	X	X		X	X
Traffic Control		X	X X	X X		X X	X
Electrical Work/Traffic Signals Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X	Λ	X	X	X	X
Pipe Underdrain	X	71		X	71	24	24
Beam Guard	71			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	orime contra	actor's conta	ct person a	t phone nun	nber.	

# 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
- P 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.
- 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

November 2013 ASP-4

### ADDITIONAL SPECIAL PROVISION 4

### **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

### **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

### ADDITIONAL SPECIAL PROVISIONS 5

### **Fuel Cost Adjustment**

### **A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

### **B** Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.0100	Backfill Granular	CY	0.23
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

### C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$1.90 per gallon.

### **D** Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

 $FA = \left(\frac{CFI}{BFI} - 1\right) x Q x BFI$ 

(plus is payment to contractor; minus is credit to the department)

Where FA = Fuel Cost Adjustment (plus or minus)

CFI = Current Fuel Index BFI = Base Fuel Index

Q = Monthly total gallons of fuel

### E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

### ADDITIONAL SPECIAL PROVISION 6 ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

### 550.5.2 Piling

Add the following as paragraph three effective with the December 2015 letting:

(3) The department will not entertain a change order request for a differing site condition under 104.2.2.2 or for a quantity change under 104.2.2.4.3 for the Piling bid items. Instead the department will adjust pay under the Piling Quantity Variation administrative item if the total driven length of each size is less than 85 percent of, or more than 115 percent of the contract quantity as follows:

Percent of Contract Length Driven

< 85

( 85% contract length - driven length ) x 20% unit price

> 115

(driven length - 115% contract length) x 5% unit price

#### 643.2.1 General

Replace paragraph two with the following effective with the December 2015 letting:

(2) Use reflective sheeting from the department's approved products list on barricades, drums, and flexible tubular marker posts.

### **Errata**

Make the following corrections to the standard specifications:

### 641.2.9 Overhead Sign Supports

Correct errata adding back accidentally deleted paragraphs one through three.

- (1) Provide commercially fabricated overhead sign supports conforming to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years with a wind importance factor of 1.00. Design to withstand a 3 second gust wind speed of 90 mph. Do not use the methods of appendix C of those AASHTO standards.
- (2) Design structures, listed as applicable structure types in the AASHTO standards, to the fatigue category criteria as follows:
  - 1. Structures carrying variable message signs:
    - Category I criteria for structures over all roadway types.
  - 2. Structures carrying type II or III signs:
    - Category I criteria for structures used over highways and free flow ramps.
    - Category II criteria for structures with arms greater than 30 feet used over local roads and city streets.
    - Category III criteria for structures with arms 30 feet or less used over local roads and city streets.
- (3) Use the posted speed limit of the roadway beneath the structure for truck-induced gusts.
- (4) Submit shop drawings identified by structure number, design computations, and material specifications, to the engineer before erecting sign supports. Provide tightening procedures for mast arm or luminaire arm to pole shaft connections on the shop drawings. Have a professional engineer registered in the state of Wisconsin sign, seal, and date the shop drawings and certify that the design conforms to AASHTO standards and the contract.
- (5) Provide steel pole shafts and mast arms zinc coated according to ASTM A123. Provide tapered pole and arm shafts with a minimum taper of 0.14 inch per foot for single-member vertical and single-member horizontal structure components. Provide bolts and other hardware conforming to 641.2.2.

### **ADDITIONAL SPECIAL PROVISION 7**

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

### ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal

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

http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

- (2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.
- (4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

Page 1 of 1

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- 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 designbuild 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.
- 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 nonminority 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 <a href="Form FHWA-1391">Form FHWA-1391</a>. 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 federallyassisted 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 contacting 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:
- 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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:**

_County_	<u>%</u>	_County_	_%_	_County_	<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

## 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 contacts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in 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 LA CROSSE 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.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
Duightayan Diaghayan ay Chananaan	<b>&gt;</b>	\$	40.40
Bricklayer, Blocklayer or Stonemason	30.28	18.18	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 6/1/2 Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.		ar's Day, Memor	al Day,
Cement Finisher	33.95	18.01	51.96
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requartificial illumination with traffic control and the work is completed aft Electrician  Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of the properties of the properties of the pay two times the hourly basic rate of the properties of the properties of the pay two times the hourly basic rate of the pay two times the hourly basic rate of the pay two times the hourly basic rate of the pay two times the hourly basic rate of the pay two times the hourly basic rate of the pay the pay two times the hourly basic rate of the pay t	Day. 2) Add \$1.40/hires that work be per er sunset and befor 30.59	or when the Wisc erformed at night re sunrise. 18.37	consin under 48.96
Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	18.50	5.34	23.84
Ironworker	31.50	20.01	51.51
Line Constructor (Electrical)	39.50	19.92	59.42
Painter	26.65	16.09	42.74
Pavement Marking Operator	26.04	20.63	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 6/1/2 Premium Pay: Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for S two times the hourly basic rate on Sunday, New Year's Day, Memoria Thanksgiving Day & Christmas Day.  Roofer or Waterproofer	heet Piling Loftsma al Day, Independend		
Teledata Technician or Installer	22.25	<u>11.44</u> 12.24	34.49
Teledata Technician or Installer		12.24	34.49

LA CROSSE COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	<u> </u>	\$	\$
Tuckpointer, Caulker or Cleaner	23.60	7.10	30.70
Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONL	Y 35.55	15.57	51.12
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY		14.98	46.58
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 or Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	n Sunday, New Ye	ar's Day, Memor	ial 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 or Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	n Sunday, New Ye	ar's Day, Memor	ial Day,
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/20	30.27	21.15	51.42
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas E See DOT'S website for details about the applicability of this night world business/ civilrights/ laborwages/ pwc. htm.	ay. 2) Add \$1.50/	hr night work pre	mium.
Pavement Marking Vehicle	23.16	20.01	43.17
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 for topman, air tool operator, vibrator or tar operated), chain saw operator and demolition burning torch laborer; A and luteman), formsetter (curb, sidewalk and pavement) and strike off powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grad DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, I Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2 involving temporary traffic control setup, for lane and shoulder closure conditions is necessary as required by the project provisions (includin such time period).	mper operator (me dd \$.15/hr for bitu f man; Add \$.20/h le specialist; Add : New Year's Day, N ) Add \$1.25/hr for es, when work und g prep time prior t	echanical hand uminous worker ( r for blaster and \$.45/hr for pipela demorial Day, work on projects der artificial illumi	raker yer. s nation
Asbestos Abatement Worker	04.50	14.61	39.19
Landscaper	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff	te on Sunday, Nev Day. 2) Add \$1.25/ es, when work und g prep time prior t	w Year's Day, Me hr for work on pro der artificial illumi to and/or cleanup	morial ojects nation

LA CROSSE COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS \$	TOTAL \$
Flagperson or Traffic Control Person Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2015; Add \$1.00	ate on Sunday, Ne Day. 2) Add \$1.25/ res that work be p	w Year's Day, Me hr when the Wisc erformed at night	morial consin
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.33	13.65	31.98
Railroad Track Laborer	14.50	3.52	18.02
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower Derrick, With or Without Attachments, With a Lifting Capacity of Over 10 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 In Crane With Boom Dollies; Traveling Crane (Bridge Type).  Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2019 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rance Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night work business/ civilrights/ laborwages/ pwc. htm.	er or 00 _bs., 016; Add \$1.25/hr o ate on Sunday, Ne Day. 2) Add \$1.50/	w Year's Day, Me hr night work pre	mium.
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower 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 Pilo (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/20 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic raday, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night worbusiness/ civilrights/ laborwages/ pwc. htm.	er or ; er; et 016; Add \$1.25/hr ( ate on Sunday, Ne Day. 2) Add \$1.50/	w Year's Day, Me hr night work pre	mium.
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Scre Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr. 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, Vlbratory/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 & Gut 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, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor	eed; s tter g Tub rout	21.15	57.87

LA CROSSE COUNTY Page 4

### TRADE OR OCCUPATION

HOURLY BASIC RATE OF PAY

36.46

36.17

**HOURLY FRINGE BENEFITS** 

21.15

TOTAL

57.61

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 Sawer (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.

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.

Fiber Optic Cable Equipment. 28.89 17.95 46.84

21.15

57.32

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

Eringo

STATE: Wisconsin GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

		Basic Hourly	Fringe
LABORE	RS CLASSIFICATION:	Rates	<u>Benefits</u>
Group 1:	General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler Loader, Utility Man); Batch Truck Dumper; or Cement H	,	
	Bituminous Worker; (Dumper, Ironer, Smoother, Tamper	,	
	Concrete Handler	,,	15.55
Group 2:	Air Tool Operator; Joint Sawer and Filler (Pavement);		
	Vibrator or Tamper Operator (Mechanical Hand Operated	d);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		
Group 6:	Flagperson; Traffic Control	27.30	15.55

DATE: October 9, 2015

Fringe

Basic Hourly

### Rates **Benefits** Truck Drivers: Three or More Axles; Euclids, Dumptor &

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; Modification #10 dated October 9, 2015.

#### CLASSES OF LABORER AND MECHANICS

Bricklayer	35.94	17.05
Carpenter	30.48	15.80
Millwright		
Piledriverman	30.98	15.80
Ironworker		
Cement Mason/Concrete Finisher	31.37	16.85
Electrician		
Line Construction		•
Lineman	42.14	32% + 5.00
Heavy Equipment Operator	40.03	32% + 5.00
Equipment Operator	33.71	32% + 5.00
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	23.18	32% + 5.00
Painters	22.03	12.45
Well Drilling:		
Well Driller	16.52	3.70

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

POWER EQUIP	MENT OPERATORS CLASSIFICATION:	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>	POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>
with collifting or crain derrick jib len longer Group 2: Crane	es, tower cranes and derricks, or without attachments, with a grapacity of over 100 tons nes, tower cranes and ks with boom, leads and/or nogths measuring 176 feet or frames, tower cranes and derricks, or without attachments, with a	\$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
less of derrict jib len less, a having capaci caisso	capacity of 100 tons or r cranes, tower cranes and ks with boom, leads and/or on one of the control of the cont	\$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		
equipr of 25 (manu	anic or welder - heavy duty ment, cranes with a lifting capacity tons or less, concrete breaker ual or remote); vibrator/sonic concrete er; concrete læser screed; concrete			machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$37.01	\$21.55
slipfor operat duty ( distrib concre slipfor concre (10,00	rm paver; concrete batch plant tor; concrete pavement spreader - heavy rubber tired); concrete spreader and butor, automatic subgrader (concrete); ete grinder and planing machine; concrete rm curb and gutter machine; slipform ete placer; tube finisher; hydro blaster to psi and over); bridge paver; concrete ete yor system; concrete pump; stabilizing			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)	;	
asphal cutter screed	(self propelled); shoulder widener; It plant engineer; bituminous paver; bump and grooving machine; milling machine; I (bituminous paver); asphalt heater,			drilling machine helperGroup 6: Off – road material hauler with or without ejec		\$21.55 \$21.55
having	r and scarifier; backhoes (excavators) g a manufacturers rated capacity of under yds.; grader or motor patrol; tractor			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		

DATE: October 9, 2015

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

Florence and Homestead), MARINETTE (Niagara township)

LABORERS CLASSIFICATION: Rates Benefits Electricians Area 1 \$29.60 26.5%+ 9.15 Area 2: Electricians..... 31.21 18.92 Area 3: Electrical contracts under \$130,000 ..... 26.24 16.85 Electrical contracts over \$130,000 ..... 29.41 16.97 29.50% + 9.37 29.84 ..... 28.96 24.85% + 9.70 Area 5 Area 6 ..... 35.25 19.30 Area 8 Electricians..... 31.30 24.93% + 10.40 Area 9: Electricians..... 35.75 19.87 29.64 20.54 Area 10 ..... 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..... 14.84 16.47 26.00 17.70 Technician..... CALUMET (except township of New Holstein), GREEN LAKE Area 1 -Area 15 -(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, TREMPEALEAU, VERNON and WASHBURN COUNTIES FLORENCE (townships of Aurora, Commonwealth, Fern, Area 3 -

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.
Area5-	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausaukee), 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
Area6-	KENOSHA COUNTY
Area8-	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area9-	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 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 11 -	DOUGLAS COUNTY
Area 12 -	RACINE (except Burlington township) COUNTY
Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 14 -	Statewide.

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC

AND WAUKESHA COUNTIES.

(Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON,

DATE: October 9, 2015

### 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 omision 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.

Page 1 of 1

## Wisconsin Department of Transportation PAGE: 1 DATE: 10/20/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20151208009

LINE	ITEM	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	ESCRIPTION   QUANTITY   AND UNITS		DOLLARS CTS	
ECTI(	ON 0001 Roadway Items				
0010	201.0105 Clearing	   51.000  STA	   	       .	
0020	201.0205 Grubbing	   51.000  STA	   	       .	
	203.0100 Removing Small Pipe Culverts	   59.000  EACH	   	       .	
	203.0200 Removing Old Structure (station) 01. 366+58	  LUMP	LUMP	       .	
0050	204.0100 Removing Pavement	   42,370.000  SY	   	       .	
	204.0110 Removing Asphaltic Surface	   69,882.000  SY	     	       .	
	204.0150 Removing Curb & Gutter	3,316.000	   	       .	
	204.0155 Removing Concrete Sidewalk	   121.000  SY		       .	
	204.0165 Removing Guardrail	   983.000  LF	     	   	

## Wisconsin Department of Transportation PAGE: 2 DATE: 10/20/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: 20151208009

LINE	!	APPROX.	UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION 	QUANTITY AND UNITS	   DOLLARS	CTS	   DOLLARS	CTS
0100	204.0195 Removing  Concrete Bases 	2.000   EACH	   		   	
0110	204.0205 Removing  Utility Poles 	23.000 EACH	   		   	
	204.0210 Removing  Manholes 	   1.000  EACH			   	
0130	204.0220 Removing Inlets   	   4.000  EACH	   		   	
	204.0245 Removing Storm  Sewer (size) 01.  12-Inch	   18.000  LF	   		   	
0150	204.0245 Removing Storm  Sewer (size) 02.  24-Inch	   370.000  LF	   		   	
0160	204.0245 Removing Storm  Sewer (size) 03.  36-Inch	   70.000  LF	   		   	
	204.0250 Abandoning  Manholes 	   4.000  EACH	   		   	
0180	204.0280 Sealing Pipes   	9.000 EACH	   		   	
	204.9060.S Removing  (item description) 01.  Timber Curbs	   105.000  EACH	     		     	

## Wisconsin Department of Transportation PAGE: 3 DATE: 10/20/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: 20151208009

LINE	!	APPROX.	UNIT PRICE	ı
NO	DESCRIPTION	QUANTITY AND UNITS	   DOLLARS   CI	S   DOLLARS   CTS
	205.0100 Excavation  Common	   82,267.000  CY	       .	
0210	206.2000 Excavation for  Structures Culverts  (structure) 01.  B-32-0009	  LUMP	  LUMP 	
0220	208.0100 Borrow   	   13,932.000  CY	       .	
0230	208.1100 Select Borrow   	   4,669.000  CY	       .	
	210.0100 Backfill  Structure 	   2,380.000  CY	       .	
0250	213.0100 Finishing  Roadway (project) 01.  7190-06-71	   1.000  EACH	       .	
	214.0100 Obliterating  Old Road 	   10.000  STA	       .	
	305.0120 Base Aggregate  Dense 1 1/4-Inch 	   115,239.000  TON	       .	
	405.0100 Coloring  Concrete Red 	   195.000  CY	       .	
	415.0080 Concrete  Pavement 8-Inch 	   45.000  SY	       .	

## Wisconsin Department of Transportation PAGE: 4 DATE: 10/20/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: 20151208009

LINE	!	APPROX.	UNIT PRI	!	BID AM	OUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS	!	DOLLARS	CTS
0300	416.0160 Concrete  Driveway 6-Inch 	   751.000  SY				
	416.0508 Concrete  Roundabout Truck Apron  8-Inch	   622.000  SY	.		   	
0320	416.0610 Drilled Tie  Bars 	   8.000  EACH	.			
	416.0620 Drilled Dowel  Bars 	   26.000  EACH	.		     	
	440.4410 Incentive IRI  Ride 	   11,490.000  DOL	1.00000		114	90.00
0350	455.0105 Asphaltic  Material PG58-28 	   69.000  TON		     		
	455.0120 Asphaltic  Material PG64-28 	   1,706.000  TON		     		
0370	455.0605 Tack Coat   	   5,760.000  GAL		     		
0380	460.1100 HMA Pavement  Type E-0.3 	1,117.000  TON		     		
0390	460.1103 HMA Pavement  Type E-3 	30,920.000	   	     		

## Wisconsin Department of Transportation PAGE: 5 DATE: 10/20/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: 20151208009

LINE	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT	
NO		QUANTITY AND UNITS	   DOLLARS   CTS	DOLLARS CTS	
0400	460.2000 Incentive  Density HMA Pavement 	20,480.000 DOL	1.00000	20480.00	
	460.4110.S Reheating HMA  Pavement Longitudinal  Joints	   105,110.000  LF	     	     	
	465.0105 Asphaltic  Surface 	   1,242.000  TON	     	   	
0430	465.0120 Asphaltic  Surface Driveways and  Field Entrances	   292.000  TON	     	     	
	465.0125 Asphaltic  Surface Temporary 	5,862.000 TON	     	       .	
	465.0315 Asphaltic  Flumes 	   52.000  SY	     	       .	
	502.6105 Masonry Anchors  Type S 5/8-Inch 	   100.000  EACH	     	       .	
	504.0100 Concrete  Masonry Culverts 	   815.000  CY	     	     	
	505.0400 Bar Steel  Reinforcement HS  Structures	   50,790.000  LB		       .	
0490	505.0600 Bar Steel  Reinforcement HS Coated  Structures	1,700.000		       .	

## Wisconsin Department of Transportation PAGE: 6 DATE: 10/20/15

CONTRACT:

20151208009

#### SCHEDULE OF ITEMS REVISED:

LINE	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT
NO		QUANTITY AND UNITS	DOLLARS   C	CTS   DOLLARS  CTS
	511.1200 Temporary  Shoring (structure) 01.  B-32-0009	3,700.000		
0510	516.0500 Rubberized  Membrane Waterproofing	   55.000  SY	 	
	520.8000 Concrete  Collars for Pipe 	3.000 EACH		
	521.0112 Culvert Pipe  Corrugated Steel 12-Inch	   162.000  LF		
	521.0118 Culvert Pipe   Corrugated Steel 18-Inch	   904.000  LF		
	521.0124 Culvert Pipe  Corrugated Steel 24-Inch	   234.000  LF	   	
0560	521.1012 Apron Endwalls  for Culvert Pipe Steel  12-Inch	   7.000  EACH		
0570	521.1018 Apron Endwalls   for Culvert Pipe Steel   18-Inch	   28.000  EACH		
	521.1024 Apron Endwalls   for Culvert Pipe Steel   24-Inch	   4.000  EACH		
	522.0118 Culvert Pipe  Reinforced Concrete  Class III 18-Inch	   138.000  LF		

## Wisconsin Department of Transportation PAGE: 7 DATE: 10/20/15

### SCHEDULE OF ITEMS

REVISED:

LINE	!	!		UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS	CTS	   DOLLARS	CTS	
0600	522.0124 Culvert Pipe  Reinforced Concrete  Class III 24-Inch	   428.000  LF	   		   		
0610	522.0136 Culvert Pipe  Reinforced Concrete  Class III 36-Inch	   108.000  LF			       .		
0620	522.1015 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  15-Inch	2.000   2.000  EACH					
0630	522.1018 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  18-Inch	   5.000  EACH	     		     		
0640	522.1024 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  24-Inch	   12.000  EACH	     		     		
0650	522.1036 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  36-Inch	   5.000  EACH	     		     		
0660	601.0120 Concrete Curb  Type J 	   261.000  LF	   		   		
0670	601.0409 Concrete Curb &  Gutter 30-Inch Type A 	   15.000  LF	   		   		
0680	601.0411 Concrete Curb &  Gutter 30-Inch Type D	   19,390.000  LF	     		     		

## Wisconsin Department of Transportation PAGE: 8 DATE: 10/20/15

#### SCHEDULE OF ITEMS REVISED:

LINE	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE		BID AMOUNT	
NO		QUANTITY	DOLLARS	CTS	   DOLLARS	CTS
0690	601.0415 Concrete Curb &  Gutter 6-Inch Sloped  30-Inch Type J	   14,322.000  LF	   			
	601.0553 Concrete Curb &  Gutter 4-Inch Sloped  36-Inch Type D	   654.000  LF	_		     	
	601.0557 Concrete Curb &  Gutter 6-Inch Sloped  36-Inch Type D	   1,615.000  LF	   		   	
0720	602.0410 Concrete  Sidewalk 5-Inch 	   53,555.000  SF	   		   	
0730	602.0415 Concrete  Sidewalk 6-Inch 	   1,602.000  SF	   		   	
0740	602.0515 Curb Ramp  Detectable Warning Field  Natural Patina	   888.000  SF	   		   	
0750	606.0200 Riprap Medium   	   270.000  CY	   		   	
0760	606.0300 Riprap Heavy   	   402.000  CY	   			
0770	608.0312 Storm Sewer  Pipe Reinforced Concrete  Class III 12-Inch	   3,856.000  LF	   		   	
0780	608.0315 Storm Sewer  Pipe Reinforced Concrete  Class III 15-Inch	     2,274.000  LF	     		     	

## Wisconsin Department of Transportation PAGE: 9 DATE: 10/20/15

#### SCHEDULE OF ITEMS REVISED:

LINE	:   ITEM   DESCRIPTION 	APPROX.	UNIT PRICE		BID AMOUNT	
NO		QUANTITY AND UNITS	DOLLARS	CTS	   DOLLARS	CTS
0790	608.0318 Storm Sewer  Pipe Reinforced Concrete  Class III 18-Inch		   			
0800	608.0324 Storm Sewer  Pipe Reinforced Concrete  Class III 24-Inch	   1,136.000  LF				
0810	608.0330 Storm Sewer  Pipe Reinforced Concrete  Class III 30-Inch	   6.000  LF	·		     	
0820	608.0336 Storm Sewer  Pipe Reinforced Concrete  Class III 36-Inch		   		   	
0830	608.0342 Storm Sewer  Pipe Reinforced Concrete  Class III 42-Inch	   6.000  LF	   		   	
0840	608.0348 Storm Sewer  Pipe Reinforced Concrete  Class III 48-Inch		   		   	
0850	611.0420 Reconstructing  Manholes 	   1.000  EACH	   		   	
0860	611.0530 Manhole Covers  Type J 	   18.000  EACH	   		   	
0870	611.0535 Manhole Covers  Type J-Special 	   21.000  EACH	   			
0880	611.0606 Inlet Covers  Type B 	     2.000  EACH	     		     	

## Wisconsin Department of Transportation PAGE: 10 DATE: 10/20/15

### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PR		BID AM	OUNT
NO	1 ~	QUILLIII	   DOLLARS		DOLLARS	CTS
	611.0612 Inlet Covers  Type C	   1.000  EACH	   			
	611.0624 Inlet Covers  Type H 	   82.000  EACH			     	
	611.0627 Inlet Covers  Type HM 	   2.000  EACH	.			
	611.0636 Inlet Covers  Type HM-S 	   2.000  EACH	   		   	
	611.0639 Inlet Covers  Type H-S	   1.000  EACH	   			
	611.0642 Inlet Covers  Type MS	   15.000  EACH	   		   	
	611.0652 Inlet Covers  Type T 	   4.000  EACH	   		   	
	611.2004 Manholes 4-FT  Diameter 	   21.000  EACH	   		   	
	611.2006 Manholes 6-FT  Diameter	   15.000  EACH	   		   	
	611.2008 Manholes 8-FT  Diameter	   8.000  EACH	     		   	

### Wisconsin Department of Transportation PAGE: 11 DATE: 10/20/15

#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS		   DOLLARS	CTS
	611.3004 Inlets 4-FT  Diameter 	28.000   28.000	     		   	
1000	611.3230 Inlets 2x3-FT   	   59.000  EACH	     		   	
	611.3901 Inlets Median 1  Grate 	   5.000  EACH	   		   	
	611.3902 Inlets Median 2  Grate 	3.000   3.000	   		   	
	611.3904 Inlets Median 4  Grate 	   1.000  EACH	   		   	
1040	611.8110 Adjusting  Manhole Covers 	   1.000  EACH	   		   	
	611.8120.S Cover Plates  Temporary 	   39.000  EACH	   		   	
	611.9710 Salvaged Inlet  Covers 	3.000   3.000	   		   	
1070	611.9800.S Pipe Grates   	3.000	     		   	
	612.0406 Pipe Underdrain  Wrapped 6-Inch		     		     	

# Wisconsin Department of Transportation PAGE: 12 DATE: 10/20/15

#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS		DOLLARS CT
	612.0902.S Insulation  Board Polystyrene (inch)  01. 2-Inch	4.000   SY		     
1100	614.2300 MGS Guardrail 3 	2,557.000   LF		   
	614.2610 MGS Guardrail  Terminal EAT	6.000   EACH	·	   
1120	615.0200 Curbs Treated  Timber	90.000   EACH	·	       .
	616.0100 Fence Woven  Wire (height) 01. 4-FT.	   803.000   LF	·	   
	616.0204 Fence Chain  Link 4-FT 	480.000   LF	·	     
	616.0205 Fence Chain  Link 5-FT 	   408.000   LF	·	     
1160	616.0700.S Fence Safety   	3,430.000   LF	·	       .
	618.0100 Maintenance And  Repair of Haul Roads  (project) 01.  7190-06-71	1.000   EACH		     
1180	619.1000 Mobilization   	1.000		     

# Wisconsin Department of Transportation PAGE: 13 DATE: 10/20/15

#### SCHEDULE OF ITEMS REVISED:

LINE	!	APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION 	QUANTITY  -   AND UNITS	DOLLARS	CTS	DOLLARS	CTS
	620.0100 Concrete  Corrugated Median 					
1200	620.0300 Concrete Median  Sloped Nose 					
1210	624.0100 Water   	204.000   MGAL				
1220	625.0100 Topsoil 	   8,551.000   SY				
	625.0500 Salvaged  Topsoil 	43,172.000   SY				
1240	627.0200 Mulching 	   39,964.000   SY				
1250	628.1104 Erosion Bales   					
1260	628.1504 Silt Fence   	4,828.000   LF				
	628.1520 Silt Fence  Maintenance 	4,828.000   LF				
	628.1905 Mobilizations  Erosion Control 					

### Wisconsin Department of Transportation PAGE: 14 DATE: 10/20/15

#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS		   DOLLARS	CTS
	628.1910 Mobilizations  Emergency Erosion  Control	   6.000   EACH			   	
1300	628.2004 Erosion Mat  Class I Type B 	2,100.000   SY			   	
1310	628.2023 Erosion Mat  Class II Type B 				   	
	628.2027 Erosion Mat  Class II Type C 	338.000   SY			   	
	628.7005 Inlet  Protection Type A 				   	
1340	628.7010 Inlet  Protection Type B 	7.000   EACH			   	
	628.7015 Inlet  Protection Type C 	90.000   EACH			   	
	628.7020 Inlet  Protection Type D 	1.000   EACH			   	
	628.7504 Temporary Ditch  Checks 				   	
1380	629.0205 Fertilizer Type  A 	2.300			     	

### Wisconsin Department of Transportation PAGE: 15 DATE: 10/20/15

#### SCHEDULE OF ITEMS

REVISED:

CONTRACT: 20151208009

LINE		APPROX.	UNIT PRI		BID AM	OUNT
NO	DESCRIPTION	! ~- !	DOLLARS	. !	DOLLARS	CTS
1390	629.0210 Fertilizer Type B	29.000		.		
	630.0120 Seeding Mixture No. 20	   869.000   LB		   		
	630.0200 Seeding Temporary	433.000   LB		.		
1420	631.0300 Sod Water	317.740   MGAL		.		
1430	631.1000 Sod Lawn	13,871.000   SY		.		
1440	633.5200 Markers Culvert End	27.000   EACH		.		
	634.0612 Posts Wood 4x6-Inch X 12-FT	23.000   EACH		.		
	634.0614 Posts Wood 4x6-Inch X 14-FT	132.000		.		
	634.0616 Posts Wood 4x6-Inch X 16-FT	78.000    78.000		     		
	634.0618 Posts Wood 4x6-Inch X 18-FT	20.000		     		

### Wisconsin Department of Transportation PAGE: 16 DATE: 10/20/15

#### SCHEDULE OF ITEMS

REVISED:

CONTRACT: 20151208009

LINE	!	APPROX.	UNIT PR	BID AMOUNT	
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS	   DOLLARS	CTS
	634.0620 Posts Wood  4x6-Inch X 20-FT	2.000   EACH		   	
1500	634.0810 Posts Tubular  Steel 2x2-Inch X 10-FT	   61.000  EACH		   	
1510	634.0811 Posts Tubular  Steel 2x2-Inch X 11-FT	   16.000   EACH		   	
	637.2210 Signs Type II  Reflective H 	2,322.660   SF		   	
	637.2215 Signs Type II  Reflective H Folding 	44.760   SF		   	
1540	637.2220 Signs Type II  Reflective SH 	   6.750  SF		   	
	637.2230 Signs Type II  Reflective F 	306.500   SF		   	
	638.2102 Moving Signs  Type II 	12.000   EACH		   	
	638.2602 Removing Signs  Type II 	137.000   EACH		   	
	638.3000 Removing Small  Sign Supports	132.000		     	

# Wisconsin Department of Transportation PAGE: 17 DATE: 10/20/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: 20151208009

LINE	ITEM	APPROX.	UNIT PR	ICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS	CTS	   DOLLARS	CTS
	642.5201 Field Office Type C	1.000   EACH			   	
1600	643.0100 Traffic Control (project) 01. 7190-06-71	   1.000   EACH				
1610	643.0100 Traffic Control (project) 02. 7190-06-81	   1.000   EACH			   	
	643.0300 Traffic Control Drums	120,310.000   DAY			   	
	643.0420 Traffic Control Barricades Type III	   15,282.000   DAY		•	   	
1640	643.0500 Traffic Control Flexible Tubular Marker Posts	139.000   EACH			   	
1650	643.0600 Traffic Control Flexible Tubular Marker Bases	139.000   EACH			   	
	643.0705 Traffic Control Warning Lights Type A	36.000   DAY			   	
	643.0715 Traffic Control Warning Lights Type C	   4,178.000   DAY				
	643.0800 Traffic Control Arrow Boards	30.000   DAY			     	

### Wisconsin Department of Transportation PAGE: 18 DATE: 10/20/15

#### SCHEDULE OF ITEMS REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS
	643.0900 Traffic Control  Signs 			       .
1700	643.1050 Traffic Control  Signs PCMS 	28.000   DAY		       .
	643.2000 Traffic Control  Detour (project) 01.  7190-06-81	1.000   EACH		       .
	643.3000 Traffic Control  Detour Signs 	85.000   DAY		       .
	645.0120 Geotextile  Fabric Type HR 			       .
1740	646.0106 Pavement  Marking Epoxy 4-Inch 			       .
	646.0126 Pavement  Marking Epoxy 8-Inch 			       .
	646.0136 Pavement  Marking Epoxy 12-Inch 			       .
1770	647.0166 Pavement  Marking Arrows Epoxy  Type 2	100.000   EACH		       .
1780	647.0176 Pavement  Marking Arrows Epoxy  Type 3	2.000   EACH		       .

# Wisconsin Department of Transportation PAGE: 19 DATE: 10/20/15

#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
1790	647.0206 Pavement  Marking Arrows Bike Lane  Epoxy	2.000   EACH		
1800	647.0306 Pavement  Marking Symbols Bike  Lane Epoxy	2.000   EACH		       .
1810	647.0356 Pavement  Marking Words Epoxy 			       .
1820	647.0456 Pavement  Marking Curb Epoxy 	807.000   LF		       .
1830	647.0526 Pavement  Marking Yield Line  Symbols Epoxy 18-Inch	2.000   EACH		       .
1840	647.0566 Pavement  Marking Stop Line Epoxy  18-Inch	610.000   LF		       .
1850	647.0606 Pavement  Marking Island Nose  Epoxy	32.000   EACH		     
1860	647.0726 Pavement  Marking Diagonal Epoxy  12-Inch			
1870	647.0766 Pavement  Marking Crosswalk Epoxy  6-Inch			     
1880	647.0856 Pavement  Marking Concrete  Corrugated Median Epoxy	2,377.000   SF		     

# Wisconsin Department of Transportation PAGE: 20 DATE: 10/20/15

SCHEDULE OF ITEMS REVISED:

CONTRACT:

ONTRACT: 20151208009

CONTRA	ACTOR :			
LINE NO	TTEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
	 	AND UNITS	DOLLARS   CTS	DOLLARS CTS
1890	649.0402 Temporary  Pavement Marking Paint  4-Inch	   60,840.000  LF		     .
	649.1100 Temporary  Pavement Marking Stop  Line 18-Inch	   225.000  LF	   	
1910	650.4000 Construction  Staking Storm Sewer 	   158.000  EACH	     .	   
1920	650.4500 Construction  Staking Subgrade 	   39,046.000  LF	   	     .
1930	650.5000 Construction  Staking Base 	   39,046.000  LF		     .
1940	650.5500 Construction  Staking Curb Gutter and  Curb & Gutter	   36,222.000  LF		
1950	650.6000 Construction  Staking Pipe Culverts 	   12.000  EACH		
1960	650.6500 Construction  Staking Structure Layout  (structure) 01.  B-32-0009	    LUMP 	  LUMP 	       
1970	650.8500 Construction  Staking Electrical  Installations (project)  01.7190-06-71	    LUMP 	  LUMP 	

# Wisconsin Department of Transportation PAGE: 21 DATE: 10/20/15

#### SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20151208009

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	   DOLLARS  CTS
	650.9910 Construction  Staking Supplemental  Control (project) 01.  7190-06-71	  LUMP 	  LUMP 	     
1990	650.9920 Construction  Staking Slope Stakes 	39,046.000		   
2000	652.0225 Conduit Rigid  Nonmetallic Schedule 40  2-Inch	   3,180.000  LF		
2010	652.0335 Conduit Rigid  Nonmetallic Schedule 80  3-Inch	   70.000  LF		
	653.0135 Pull Boxes  Steel 24x36-Inch 	   14.000  EACH		   
2030	653.0140 Pull Boxes  Steel 24x42-Inch 	   11.000  EACH		
	654.0105 Concrete Bases  Type 5 	   23.000  EACH		
	654.0113 Concrete Bases  Type 13 	   2.000  EACH		
2060	655.0230 Cable Traffic  Signal 5-14 AWG 	   122.000  LF	     	   
	655.0260 Cable Traffic  Signal 12-14 AWG 	   351.000  LF	       .	       .

# Wisconsin Department of Transportation PAGE: 22 DATE: 10/20/15

SCHEDULE OF ITEMS REVISED:

CONTRACT: 20151208009

LINE	!	APPROX.	UNIT PRIC	E	BID AMOUNT	
NO	DESCRIPTION	QUANTITY   AND UNITS	DOLLARS	CTS	DOLLARS	CTS
	655.0305 Cable Type UF  2-12 AWG Grounded 	   351.000   LF				
2090	655.0610 Electrical Wire  Lighting 12 AWG 	   8,586.000   LF				
	655.0625 Electrical Wire  Lighting 6 AWG 	   11,356.000   LF				
2110	657.0255 Transformer  Bases Breakaway 11  1/2-Inch Bolt Circle	23.000   EACH				
	657.0322 Poles Type  5-Aluminum 	   23.000   EACH				
2130	657.0710 Luminaire Arms  Truss Type 4 1/2-Inch  Clamp 12-FT	   8.000  EACH				
	657.0715 Luminaire Arms  Truss Type 4 1/2-Inch  Clamp 15-FT	   19.000   EACH				
	657.1360 Install Poles  Type 13 	2.000   EACH				
	657.1545 Install  Monotube Arms 45-FT 	   2.000   EACH				
	657.1815 Install  Luminaire Arms Steel  15-FT	3.000		     		

# Wisconsin Department of Transportation PAGE: 23 DATE: 10/20/15

SCHEDULE OF ITEMS REVISED:

CONTRACT:

LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CT
	658.0110 Traffic Signal   Face 3-12 Inch Vertical	2.000   EACH	   	   
	658.0115 Traffic Signal  Face 4-12 Inch Vertical	   2.000  EACH	   	   
2200	658.0215 Backplates  Signal Face 3 Section  12-Inch	2.000   EACH		   
	658.0220 Backplates  Signal Face 4 Section  12-Inch	   2.000  EACH		
2220	659.1120 Luminaires  Utility LED B 	   27.000  EACH		
2230	659.1125 Luminaires  Utility LED C 	2.000   EACH		     
2240	690.0150 Sawing Asphalt   	   15,174.000  LF		
2250	690.0250 Sawing Concrete   	   2,841.000  LF		
2260	715.0502 Incentive  Strength Concrete  Structures	   4,890.000  DOL	1.00000	   4890.00
2270	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	2,500.000  HRS	5.00000     	12500.00   12500.00

### Wisconsin Department of Transportation PAGE: 24 DATE: 10/20/15

#### SCHEDULE OF ITEMS

REVISED:

CONTRACT: 20151208009

LINE	I	APPROX.   QUANTITY   AND UNITS		UNIT PRICE		BID AM	OUNT
NO	DESCRIPTION			DOLLARS	   CTS	DOLLARS	CTS
2280	ASP.1T0G On-the-Job Training Graduate at \$5.   00/HR ON-THE-JOB   TRAINING GRADUATE AT \$5.   00/HR	    HRS 	3,520.000		5.00000  	176	00.00
	SPV.0060 Special 01.  Fire Hydrant 	    EACH	2.000    2.000		.		
2300	SPV.0060 Special 02.  Water Valve and Box,  6-Inch	    EACH	3.000		.		
2310	SPV.0060 Special 03.  Water Valve and Box,  8-Inch	    EACH	2.000		.		
2320	SPV.0060 Special 04.  Corporation Stop, 1-Inch	    EACH	12.000		.		
2330	SPV.0060 Special 05.  Curb Stop and Box,  1-Inch	    EACH	12.000		.		
2340	SPV.0060 Special 06.  Removing Fire Hydrant 	    EACH	2.000		.		
2350	SPV.0060 Special 07.  Removing Valve Box 	    EACH	2.000		.		
2360	SPV.0060 Special 08.  Removing Valve Manhole 	    EACH	3.000   3.000		.		
2370	SPV.0060 Special 09.  Existing Manhole Casting  Adjustment	      EACH	3.000		.		

# Wisconsin Department of Transportation PAGE: 25 DATE: 10/20/15

#### SCHEDULE OF ITEMS REVISED:

CONTRACT: 20151208009

LINE	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT	
NO		QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS	
2380	SPV.0060 Special 10.  Existing Valve Box  Adjustment	2.000   EACH		     	
	SPV.0060 Special 11.  Relocating Existing Fire  Hydrant	4.000   EACH		       .	
	SPV.0060 Special 12.  Valve Box for Existing  Water Valve	2.000   EACH		     	
2410	SPV.0060 Special 13. Pavement Marking Grooved Preformed Thermoplastic Words	7.000    7.000   EACH			
	SPV.0060 Special 14.  Concrete Control Cabinet  Bases Special	   1.000   EACH		       .	
2430	SPV.0060 Special 15.  Concrete Cutoff Wall	   4.000   EACH			
	SPV.0060 Special 16.  Lighting Control Cabinet	   1.000   EACH		       .	
	SPV.0060 Special 17.  Storm Sewer Tap	   6.000   EACH		       .	
	SPV.0060 Special 18.  Inlets 1G-MS Special	1.000   EACH		     	
	SPV.0060 Special 19.  Manholes 9-FT Diameter  Special	1.000   EACH		     	

### Wisconsin Department of Transportation PAGE: 26 DATE: 10/20/15

#### SCHEDULE OF ITEMS

REVISED:

LINE	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE		BID AMOUNT	
NO		QUANTITY AND UNITS	   DOLLARS	CTS	   DOLLARS	CTS
2480	SPV.0060 Special 20.  Manhole Joint Conversion	   2.000  EACH	   		   	
	SPV.0060 Special 21.  Reinforced Concrete Pipe  Slope Collar	   1.000  EACH			   	
	SPV.0060 Special 22.  Storm Drainage  Adjustment	   4.000  EACH			   	
	SPV.0060 Special 23.  Inlet Covers Type DW	   1.000  EACH	   		   	
2520	SPV.0060 Special 24.  Inlets 2X2.5-FT Special	   2.000  EACH	   		   	
2530	SPV.0060 Special 25.  Manholes 6-FT Diameter  Special	   2.000  EACH	   		     	
2540	SPV.0060 Special 26.  Force Main Bend, 16-Inch	   14.000  EACH	   		     	
	SPV.0060 Special 27.  Tracer Wire Terminal Box	   49.000  EACH	   		   	
	SPV.0060 Special 28.  Air Release Manhole,  Complete	   14.000  EACH			   	
2570	SPV.0060 Special 29.  Force Main Plug, 16-Inch		   		   	

# Wisconsin Department of Transportation PAGE: 27 DATE: 10/20/15

#### SCHEDULE OF ITEMS REVISED:

CONTRACT: 20151208009

LINE	ITEM	APPROX.	UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION	QUANTITY   AND UNITS	DOLLARS	CTS	DOLLARS	CTS
	SPV.0060 Special 30.  Construction Staking Air  Release Manhole	   14.000   EACH		.	   	
	SPV.0060 Special 31.  Construction Staking  Bends	14.000   EACH		.	   	
	SPV.0060 Special 32.  Construction Staking  Terminal Boxes	   49.000   EACH		.	   	
2610	SPV.0060 Special 33.  Cleaning Bridge Box  Culvert B-32-09	1.000   EACH		.	   	
	SPV.0085 Special 01.  Water Main Fittings -  Ductile Iron	   897.000   LB		·	   	
2630	SPV.0090 Special 01.  Water Main Ductile Iron,  6-Inch	180.000   LF		.	   	
	SPV.0090 Special 02.  Water Main Ductile Iron,  8-Inch	1,200.000			   	
2650	SPV.0090 Special 03.  Water Service, 1-Inch  Copper	709.000   LF		.	   	
	SPV.0090 Special 04.  Remove or Abandon Water  Main	   1,424.000   LF		.		
	SPV.0090 Special 05.  Construction Staking  Water Main			•	   	

#### Wisconsin Department of Transportation PAGE: 28 DATE: 10/20/15

#### SCHEDULE OF ITEMS REVISED:

CONTRACT: 20151208009

LINE	ITEM   DESCRIPTION 		APPROX.	UNIT PRICE		BID AMOUNT	
NO		QUANTITY  -		DOLLARS	CTS	   DOLLARS	CTS
2680	SPV.0090 Special 06.  Pavement Marking Grooved  Preformed Thermoplastic  8-Inch	      LF	550.000    			     	
2690	SPV.0090 Special 07.  Pavement Marking Grooved  Preformed Thermoplastic  12-Inch	      LF	509.000  			     	
2700	SPV.0090 Special 08.  Pavement Marking Grooved  Preformed Thermoplastic  18-Inch	      LF	127.000  			     	
2710	SPV.0090 Special 09.  Construction Staking  Archaeological Utility  Layout	      LF	2,590.000  			     	
2720	SPV.0090 Special 10.  Storm Sewer Carrier Pipe  Lining	      LF	76.000    76.000			   	
2730	SPV.0090 Special 11.  Ditch Shaping	      LF	2,690.000    2,690.000			   	
	SPV.0090 Special 12.  Force Main PVC, C-905,  16-Inch	      LF	   18,188.000 			   	
2750	SPV.0090 Special 13.  Tracer Wire	      LF	18,338.000			   	
2760	SPV.0090 Special 14.  Multi-Use Trail Match  Grading	      LF	750.000    750.000			     	

### Wisconsin Department of Transportation PAGE: 29 DATE: 10/20/15

SCHEDULE OF ITEMS REVISED:

CONTRACT:

LINE	1	APPROX.	UNIT PR		BID AM	OUNT
NO	DESCRIPTION	QUANTITY AND UNITS	   DOLLARS		DOLLARS	CT
2770	SPV.0090 Special 15.  Construction Staking  Force Main	   18,338.000  LF				
2780	SPV.0105 Special 01.  Infiltration Basin	  LUMP 	  LUMP 			
2790	SPV.0105 Special 02.  Rectangular Rapid  Flashing Beacon System	  LUMP 	  LUMP 			
2800	SPV.0105 Special 03.  Construction Staking  Archaeological Sub-Grade  Limit	  LUMP 	  LUMP 		   	
2810	SPV.0105 Special 04.  Archaeological  Excavation	  LUMP 	  LUMP 			
2820	SPV.0105 Special 05.  Postal Delivery  Coordination	  LUMP 	  LUMP 			
2830	SPV.0165 Special 01.  Wall Concrete Panel  Mechanically Stabilized  Earth LRFD/QMP **P**	9,355.000   9,355.000  SF	     		   	
2840	SPV.0165 Special 02.  Rigid Styrofoam  Insulation	   1,248.000  SF	   		 	
2850	SPV.0165 Special 03.  Wall Modular Block  Gravity Landscape LRFD  **P**	   6,563.000  SF 		•		·
	   SECTION 0001 TOTAL	·	   			
	   TOTAL BID		   			

#### PLEASE ATTACH SCHEDULE OF ITEMS HERE