

Project Manual for

**Holton Street Viaduct**

**Contract # 112**

**WIDOT ID: 2984-23-72**

**City of Milwaukee, Wisconsin**

**Federal funds are utilized within this contract and the DBE goal is  
discretionary.**

## **Index of Contract Documents**

1. Official Notice to Bidders
2. Bid Transmittal-Invitation to Bid (Form)
3. Bid Form (1 of 3)
4. Project Breakdown and Bid Items
5. Bid Form (2 and 3 of 3)
6. Non-Collusion Affidavit
7. Disclosure of Ownership
8. Affidavit of Compliance
9. State Wage Rate Requirements
10. Complete List of Subcontractors, Suppliers (Form)
11. Special Provisions

## **Wisconsin Department of Transportation Contract Documents**

12. Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273 with Attachment A)
13. Notice of Required Affirmative Action
14. Required Buy American Provisions
15. ASP 1 On The Job Training for TrANS Graduates (Project over \$500,000)
16. ASP 3 Disadvantaged Business Enterprise (DBE)
17. DBE Commitment Form (form dated 04/2010)
  - a. Attachment A
18. ASP 4 Prompt Payment
19. WisDOT Supplemental Contract Provisions
20. Proposal Requirements and Conditions
21. Certification Regarding Debarment etc.

**CITY OF MILWAUKEE  
SPECIFIC OFFICIAL NOTICE NO. 112**

Sealed bids will be opened on **Friday, August 12, 2011** at 10:30 A.M., at the Frank P. Zeidler Municipal Building, 841 North Broadway, Room 506, Milwaukee, WI 53202-3684 for the ***Holton Street Viaduct***, located underneath the North Holton Street Bridge, adjacent to East Commerce Street.

The Invitation to Bid, all bid documents and the Plans & Specifications for the projects listed will be available electronically to prospective bidders via <http://www.mpw.net/services/bids/docs/112-2011/>. Any required addenda or responses related to the listed projects will be posted on said website.

Bidders are encouraged to utilize this electronic method of obtaining bid documents as the Department of Public Works intends to solely use this method for future projects. At this time, however, a limited number of hard copies of the above documents will also be available at the address listed below.

Plans and project manual will be furnished to the prospective bidders upon payment of a \$10.00 non-refundable fee in room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202. A \$10.00 per set additional non-refundable fee is required to obtain bid documents by mail. Plans are sent via U.S. mail unless other arrangements are made by the contractor. For general questions please call 414-286-3314.

This bid is your offer to perform or supply the subject matter under "Description" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 112 General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

**Description:** The work under this contract shall consist of improving the Marsupial Bridge north landing, the east and west Trestle stairs, removing and replacing the trestle decking, the installation of lighting and landscaping and any incidental items necessary to complete the work as shown on the plan and included in the specifications, proposal and contract.

"You must agree to comply with all applicable requirements of the Americans with Disabilities ACT of 1990, 42 U.S.C. § 12101, et seq."

This project requires that an affidavit of non-collusion be incorporated as part of the proposal requirements provided to each prospective bidder. Failure to complete the sworn statement will make the bid non-responsive and not eligible for award considerations.

Be aware of the State Wage Rates that are required for this project

**THIS PROJECT IS FEDERALLY FUNDED under the High Priority Projects Program (HPP)**

**The DBE goal assessment for this project is discretionary.**

Bid Security Required: Bond, Certified Check, Cashier's Check, or Cash to accompany bid: 10% of Contractor's Base Bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bids received after the date and time above specified will not be opened and read and will be deemed rejected.

This project has Affirmative Action requirements which shall be followed by the prospective bidders.

The City of Milwaukee reserves the right to reject any or all bids, to waive irregularities, or to accept such bids, as in the opinion of the City of Milwaukee, will be in its best interest.

Time for Completion: All work on this project shall be completed by August 31, 2012.  
Liquidated Damages, per diem: \$210

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS published herein and at <http://www.mpw.net/Pages/bids.html>

Signed:

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GHASSAN KORBAN  
Special Deputy Commissioner of Public Works

PUBLISH SIX (6) TIMES INSERTION WITHOUT FAIL, FRIDAY, JULY 22, 2011.

CITY OF MILWAUKEE  
Department of Public Works  
Room 501 – Municipal Building  
841 North Broadway  
Milwaukee, WI 53202-3684

INVITATION TO BID

Commissioner of Public Works  
Phone: 414-286-3314

Official Notice No. 112  
Project 1

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Office of the Commissioner of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202-3684, no later than **FRIDAY, AUGUST 12, 2011** at 10:30 a.m.

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IMPORTANT

This bid is your offer to perform or supply the subject matter under “DESCRIPTION” below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 112 General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

Your bid must meet the Detailed Specifications and the Plans for this particular project.

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids received after the date and time above specified will not be opened and read and will be deemed rejected.

NOTE: Also read the General Official Notice to Contractors, General and Detailed Specifications, Special Provisions, and Special Conditions when applicable pertaining to this bid.

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DESCRIPTION

OFFICIAL NOTICE NO. 112  
PROJECT NO. 1

TO FURNISH ALL MATERIALS AND DO WORK NECESSARY FOR:

**The Improvements at:**

North landing area of the Marsupial Bridge along with the trestle landing located under the North Holton Street Bridge adjacent to East Commerce Street.

BID SECURITY REQUIRED:            BOND, CERTIFIED CHECK, CASHIER'S CHECK ,OR CASH  
TO ACCOMPANY BID: 10% OF CONTRACTOR'S BASE BID

TIME FOR COMPLETION:            ALL WORK SHALL BE COMPLETED BY AUGUST 31, 2012.

LIQUIDATED DAMAGES:            \$210

DETAILED SPECIFICATIONS:        LANDING AND TRESTLE IMPROVEMENTS ALONG WITH  
LANDSCAPING AND LIGHTING

SPECIAL PROVISIONS AND ADDENDA, IF ANY, APPLY TO THE ABOVE PROJECTS.

THE SUCCESSFUL CONTRACTOR SHALL FURNISH A PERFORMANCE BOND AND A  
PAYMENT BOND FOR THE AMOUNT OF 100% OF THE BID WITH THE EXECUTED  
CONTRACT

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE OFFICE OF THE  
COMMISSIONER OF PUBLIC WORKS **FRIDAY, AUGUST 12, 2011**, AT 10:30 A.M.

**B I D**

**City Of Milwaukee**  
Department of Public Works  
Room 506 – Frank P. Zeidler Municipal Building  
841 North Broadway  
Milwaukee, Wisconsin 53202

(Bids Close: \_\_Friday August 12, 2011\_\_\_\_\_ Time and Date)

At: Department of Public Works, Room 506, Frank P. Zeidler Municipal Building,  
841 North Broadway, Milwaukee, Wisconsin 53202

To: Commissioner of Public Works  
City of Milwaukee  
Room 506 – Frank P. Zeidler Municipal Building  
841 North Broadway  
Milwaukee, WI 53202

The undersigned \_\_\_\_\_  
(A Corporation) (A Partnership) (An Individual)  
(use one)

of \_\_\_\_\_  
Street City Zip Code Telephone Number

hereby proposes to furnish work, material, labor and services as set forth in the description in the Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Detail Specifications, Special Provisions, Addendas, if any, and Plans for this particular project on file in the office of the Commissioner of Public Works, and if successful, hereby agrees to enter into a contract with the City of Milwaukee with such sureties as required and set forth in the aforesaid documents for the performance of said contract (said contract form being on file in the office of the Commissioner of Public Works), and in accordance with the terms and conditions set forth in the contract documents, to-wit: written agreement, official notice, invitation to bid, bid, instructions to bidders, detail specifications, special provisions, special conditions when applicable, plans, schedule of fixed prices, supplemental agreements and all addenda.

602.1500	CONCRETE STEPS	(230) sq. ft.
(Bid in figures)	\$ _____	per sq. ft.
(Bid in words)	\$ _____	per sq. ft.
604.0500	SLOPE PAVING CRUSHED AGGREGATE	(400) sq. yd.
(Bid in figures)	\$ _____	per sq. yd.
(Bid in words)	\$ _____	per sq. yd.
SPV.0060.01	TIMBER TIE REMOVAL AND RELOCATION 10 FOOT	(20) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0060.02	TIMBER TIE REPLACEMENT 4 FOOT	(40) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0060.03	TIMBER BRACE REPLACEMENT	(2) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0105.01	TRESTLE LANDING DECORATIVE RAILINGS B-40-416	(1) lump sum
(Bid in figures)	\$ _____	lump sum
(Bid in word)	\$ _____	lump sum
SPV.0105.03	WEST STAIR DECORATIVE RAILINGS	(1) lump sum
(Bid in figures)	\$ _____	lump sum
(Bid in words)	\$ _____	lump sum
SPV.0105.04	TRESTLE AND NORTH LANDING WOOD DECKING B-40-736	(1) lump sum
(Bid in figures)	\$ _____	lump sum
(Bid in words)	\$ _____	lump sum
206.3000	EXCAVATION FOR STRUCTURES RETAINING WALLS R-40-416	(1) lump sum
(Bid in figures)	\$ _____	lump sum
(Bid in words)	\$ _____	lump sum

210.0100	BACKFILL STRUCTURE	(46) cu. yd.
(Bid in figures)	\$ _____	per cu. yd.
(Bid in words)	\$ _____	per cu. yd.
504.0500	CONCRETE MASONRY RETAINING WALLS	(44) cu. yd.
(Bid in figures)	\$ _____	per cu. yd.
(Bid in words)	\$ _____	per cu. yd.
505.0415	BAR STEEL REINFORCEMENT HS RETAINING WALLS	(2,700) lb.
(Bid in figures)	\$ _____	per lb.
(Bid in words)	\$ _____	per lb.
505.0615	BAR STEEL REINFORCEMENT HS COATED RETAINING WALLS	(2,720) lb.
(Bid in figures)	\$ _____	per lb.
(Bid in words)	\$ _____	per lb.
516.0500	RUBBERIZED MEMBRANE WATERPROOFING	(3) sq. yd.
(Bid in figures)	\$ _____	per sq. yd.
(Bid in words)	\$ _____	per sq. yd.
602.1500	CONCRETE STEPS	(57) sq. ft.
(Bid in figures)	\$ _____	per sq. ft.
(Bid in words)	\$ _____	per sq. ft.
612.0106	PIPE UNDERDRAIN 6-INCH	(54) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
612.0206	PIPE UNDERDRAIN UNPERFORATED 6-INCH	(32) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
645.0100	GEOTEXTILE FABRIC, TYPE DF	(405) sq. ft.
(Bid in figures)	\$ _____	per sq. ft.
(Bid in words)	\$ _____	per sq. ft.

SPV.0105.02	EAST STAIR DECORATIVE RAILING	(1) lump sum
(Bid in figures)	\$ _____	lump sum
(Bid in words)	\$ _____	lump sum
SPV.0035.02	CONCRETE, SITE-CAST	(26) cu. yd.
(Bid in figures)	\$ _____	per cu. yd.
(Bid in words)	\$ _____	per cu. yd.
SPV.0035.01	GRAVEL, TYPE 1	(45) cu. yd.
(Bid in figures)	\$ _____	per cu. yd.
(Bid in words)	\$ _____	per cu. yd.
SPV.0060.04	CONCRETE BENCHES	(3) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0060.05	ACRYLIC SHEETS	(2) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0060.06	FIXTURE TYPE A	(29) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0060.07	FIXTURE TYPE C	(3) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0060.08	FIXTURE TYPE D	(8) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0090.01	FIXTURE TYPE E	(200) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.

SPV.0060.09	LIGHTING CONTROL CABINET	(1) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0060.10	LIGHTING PULL BOXES	(3) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
652.0101	METALLIC REGID STEEL (RGS) CONDUIT ¾" TRADE SIZE	(175) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
652.0201	NON-METALLIC CONDUIT (SCHD 80 PVC) ¾" TRADE SIZE	(898) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
652.0202	NON-METALLIC CONDUIT (SCHD 80 PVC) 1 ½" TRADE SIZE	(8) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
652.0203	NON-METALLIC CONDUIT (SCHD 80 PVC) ½" TRADE SIZE	(54) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
652.0601	ELECTRICAL WIRE, LIGHTING - #12 AWG (TYPE XHHW)	(3165) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
SPV.0090.02	LANNON STONE EDGING	(64) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
SPV.0105.05	BOULDERS	(1) lump sum
(Bid in figures)	\$ _____	lump sum
(Bid in words)	\$ _____	lump sum.

SPV.0060.11	PLANTING TYPE A: QUAKING ASPEN	(8) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0060.12	PLANTING TYPE B: FEATHER REED GRASS	(14) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0060.13	PLANTING TYPE C: BLUE AVENA GRASS	(5) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
SPV.0165.01	PLANTING TYPE D, E, F: PRAIRIE MIXES	(7975) sq. ft.
(Bid in figures)	\$ _____	per sq. ft.
(Bid in words)	\$ _____	per sq. ft.
SPV.0165.02	PLANTING TYPE G: TURF GRASS SOD	(1850) sq. ft.
(Bid in figures)	\$ _____	per sq. ft.
(Bid in words)	\$ _____	per sq. ft.
SPV.0165.03	SLIP-RESISTANT METAL FLOORING	(65) sq. ft.
(Bid in figures)	\$ _____	per sq. ft.
(Bid in words)	\$ _____	per sq. ft.
SPV.0165.04	CONCRETE STAINING	(1,600) sq. ft.
(Bid in figures)	\$ _____	per sq. ft.
(Bid in words)	\$ _____	per sq. ft.
SPV.0105.06	CONSTRUCTION STAKING PROJECT LAYOUT	(1) lump sum
(Bid in figures)	\$ _____	lump sum
(Bid in words)	\$ _____	lump sum.
SPV.0105.07	EROSION CONTROL	(1) lump sum
(Bid in figures)	\$ _____	lump sum

(Bid in words)	\$ _____	lump sum
SPV.0060.14	TRAFFIC CONTROL (HOLTON STREET VIADUCT 2984-23-72)	(1) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
619.1000	MOBILIZATION	(1) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
628.1505	SILT FENCE DELIVERED	(450) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
628.1510	SILT FENCE INSTALLED	(450) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
628.1520	SILT FENCE MAINTENANCE	(450) lin. ft.
(Bid in figures)	\$ _____	per lin. ft.
(Bid in words)	\$ _____	per lin. ft.
205.0501.S	EXCAVATING, HAULING AND DISPOSAL OF CONTAMINATED SOILS	(5) Tons
(Bid in figures)	\$ _____	per ton
(Bid in words)	\$ _____	per ton
642.5001	FIELD OFFICE (Type B)	(1) each
(Bid in figures)	\$ _____	each
(Bid in words)	\$ _____	each
204.0110	REMOVING ASPHALTIC SURFACE	(100) sq. yd.
(Bid in figures)	\$ _____	per sq. yd.
(Bid in words)	\$ _____	per sq. yd.
ASP.1T0G	ON-THE-JOB TRAINING, GRADUATE	(300 hrs)

(Bid in figures) \$ \_\_\_\_\_ total

(Bid in words) \$ \_\_\_\_\_ total

ASP.1T0A ON-THE-JOB TRAINING, APPRENTICE (250 hrs)

(Bid in figures) \$ \_\_\_\_\_ total

(Bid in words) \$ \_\_\_\_\_ total

**ACKNOWLEDGEMENT PAGE**

All bid prices must be entered in words and in numerals. In case of variation, the words will prevail.

**NOTE:** In case of discrepancy between the total indicated in the proposal and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern. Any errors found in the total indicated shall be corrected, and the contract award shall be made to the lowest responsible bidder based on the corrected total.

**IF DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.**

In submitting this bid, the bidder understands that the Commissioner of Public Works reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Public Works) and furnish the required performance and payment bonds, and to meet such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that pursuant to Sec. 7.14, Milwaukee City Charter, 1971 Compilation, as amended, failure to execute and to deliver the contract or to furnish the required insurance and the required security within ten (10) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the contract for which this bid is submitted.

We acknowledge the receipt of Addenda \_\_\_\_\_ to \_\_\_\_\_ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Provisions, if any, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, and Plans of this particular project have been read and has a full understanding of the provisions therein.

SIGNATURE PAGE

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

If a Corporation answer the following:

Submitted by \_\_\_\_\_  
Name of Bidder (person, firm or corporation)

Incorporated under laws of what state? \_\_\_\_\_

Telephone No. \_\_\_\_\_

Address \_\_\_\_\_

If a foreign corporation, are you licensed to do business in Wisconsin? \_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip Code)



Signed per \_\_\_\_\_

**MUST BE SIGNED**

(Manual signature required)

Official Capacity \_\_\_\_\_

BID DATED \_\_\_\_\_

SWORN STATEMENT OF BIDDER  
AS REQUIRED BY  
SECTION 66.29 (7) WISCONSIN STATUTES

I, being first duly sworn at \_\_\_\_\_  
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.



**MUST BE SIGNED**

Signature \_\_\_\_\_

\_\_\_\_\_  
(Title, if any)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

Notary Public, \_\_\_\_\_ County

State of \_\_\_\_\_

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

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

\_\_\_\_\_ being first duly sworn, deposes  
and says that:

(1) He is \_\_\_\_\_  
of \_\_\_\_\_  
(owner, partner, officer, representative, or agent)

\_\_\_\_\_ the Bidder that has  
submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Public Works or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Check One)

\_\_\_\_\_  
Signature of:

\_\_\_\_\_ Bidder if the bidder is an individual;

\_\_\_\_\_ Partner if the bidder is a partnership;

\_\_\_\_\_ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

My commission expires \_\_\_\_\_, 20\_\_\_\_.

## Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

- (1)** On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2)** The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3)** This form must **ONLY** be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
  - (A)** The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B)** The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

### Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

**I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.**

Print the Name of Authorized Officer			
Signature of Authorized Officer	Date Signed		
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

**If you have any questions call (608) 266-6861**

**CITY OF MILWAUKEE - DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF COMPLIANCE**

**DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED  
FROM SLAVERY BY CONTRACTORS**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

**This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.**

**Please check one:**

\_\_\_\_\_ **This business was not in existence prior to 1865.**

\_\_\_\_\_ **This business was in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.**

\_\_\_\_\_ **This business was in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.**

**I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

Subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**NOTARY PUBLIC** \_\_\_\_\_ **County,** \_\_\_\_\_ **State.**

**SIGNATURE:** \_\_\_\_\_

**(Seal)**

**PRINT NAME:** \_\_\_\_\_

**My commission expires:** \_\_\_\_\_

**Ref: slaverydisclosureaffidavit**

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 01/14/2011  
Last Amended On: 06/26/2011

**DETERMINATION NUMBER:** 201100110

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2011. If NOT, You MUST Reapply.

**PROJECT NAME:** ALL PUBLIC WORKS CONSTRUCTION PROJECTS SUBJECT TO SEC. 66.0903, STATS.-CITY OF MILWAUKEE

**PROJECT LOCATION:** MILWAUKEE CITY, MILWAUKEE COUNTY, WI

**CONTRACTING AGENCY:** CITY OF MILWAUKEE - DEPT OF PUBLIC WORKS

<b>CLASSIFICATION:</b>	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul>
<b>FUTURE INCREASE:</b>	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
<b>PREMIUM PAY:</b>	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.
<b>APPRENTICES:</b>	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
<b>SUBJOURNEY:</b>	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.
<b>ELECTRONIC CERTIFIED: PAYROLL REPORTS:</b>  N/A	<del>Every contractor working on this project MUST file monthly certified payroll reports in an electronic format that meets the Wisconsin Department of Workforce Development's reporting requirements. These certified payroll reports must be filed by the 7th of the month following the month in which the contractor performed work on this project at the following website: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm">http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm</a>.</del>

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place on the site of the project . A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

**s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR"** for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

**s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.**

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

**s. 66.0903 (11) LIABILITY AND PENALTIES.**

- (a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.
5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

<b>BUILDING OR HEAVY CONSTRUCTION</b>
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Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

<b>SKILLED TRADES</b>
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<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
101	Acoustic Ceiling Tile Installer	31.38	18.16	49.54
102	Boilermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.95 6/06/2011	35.53	15.92	51.45
104	Cabinet Installer	28.31	14.91	43.22
105	Carpenter Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
107	Cement Finisher	29.72	15.23	44.95
108	Drywall Taper or Finisher	28.17	15.39	43.56
109	Electrician Future Increase(s): Add \$1/hr on 6/1/2011. Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013.	31.10	20.39	51.49
110	Elevator Constructor	40.46	23.33	63.79
111	Fence Erector	22.50	3.65	26.15
112	Fire Sprinkler Fitter	36.82	19.03	55.85
113	Glazier Future Increase(s): Add \$2.10/hr on 6/1/2011; Add \$2.15/hr on 6/1/2012.	32.25	15.94	48.19
114	Heat or Frost Insulator	33.28	21.37	54.65
115	Insulator (Batt or Blown)	17.11	17.69	34.80
116	Ironworker	31.31	21.79	53.10
117	Lather	31.38	16.11	47.49

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
118	Line Constructor (Electrical)	31.66	13.94	45.60
119	Marble Finisher	29.40	14.31	43.71
120	Marble Mason	34.58	14.92	49.50
121	Metal Building Erector	13.00	6.86	19.86
122	Millwright	28.30	23.06	51.36
123	Overhead Door Installer	17.25	3.00	20.25
124	Painter Future Increase(s): Add \$2.10/hr on 6/1/2011; Add \$2.20/hr on 6/1/2012. Premium Increase(s): Add \$.20/hr for paperhanging; Add \$.35/hr for bridge, iron and drywall; Add \$.75/hr for spraying and sandblasting; Add \$.60/hr for EIFS work; Add \$1.00/hr for lead based paint removal.	28.47	16.74	45.21
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftzman; Add \$.75/hr for Sheet Piling Loftzman.	28.11	23.76	51.87
127	Pipeline Fuser or Welder (Gas or Utility)	29.85	17.34	47.19
129	Plasterer	29.31	15.83	45.14
130	Plumber	37.42	17.02	54.44
132	Refrigeration Mechanic	34.41	17.59	52.00
133	Roofer or Waterproofer	28.85	14.60	43.45
134	Sheet Metal Worker	37.20	16.41	53.61
135	Steamfitter	37.21	19.04	56.25
137	Teledata Technician or Installer	24.65	15.17	39.82
138	Temperature Control Installer	35.81	16.98	52.79
139	Terrazzo Finisher	29.40	14.31	43.71
140	Terrazzo Mechanic	29.40	14.31	43.71
141	Tile Finisher	15.05	9.43	24.48
142	Tile Setter	29.95	15.64	45.59
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.95 06/06/2011	34.30	15.47	49.77

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer Future Increase(s): Add \$1.60/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	24.22	14.80	39.02
147	Siding Installer	36.60	15.48	52.08
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.00	8.50	25.50
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	21.42	5.62	27.04
203	Three or More Axle	26.62	17.81	44.43
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	26.62	17.81	44.43

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Future Increase(s): Add \$2.25/hr on 6/1/2011. Premium Increase(s): Add \$.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add \$.22 for jackhammer operator, certified welder, gunite machineman.	27.17	15.01	42.18
302	Asbestos Abatement Worker	23.25	13.91	37.16
303	Landscaper Future Increase(s): Add \$1.00/hr on 6/1/2011; Add \$1.00/hr on 6/1/2012; Add \$1.00/hr on 6/1/2013; Add \$1.00/hr on 6/1/2014.	13.80	15.10	28.90
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water) Future Increase(s): Add \$1.00/hr. on 6/1/2011	18.74	14.93	33.67
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.09	18.09
314	Railroad Track Laborer	12.50	3.96	16.46

**HEAVY EQUIPMENT OPERATORS  
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	33.24	17.61	50.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO). On Sunday & holidays, pay two times the hourly basic rate.	37.45	19.45	56.90
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	33.35	19.33	52.68
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89

**HEAVY EQUIPMENT OPERATORS  
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2.10/hr on 6/1/11 Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater. On Sunday & holidays, pay two times the hourly basic rate.	38.06	18.10	56.16
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; 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; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$2.10/hr on 6/1/2011. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. On Sunday & holidays, pay two times the hourly basic rate.	37.56	18.10	55.66
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$2.10/hr on 6/1/11. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. On Sunday & holidays, pay two times the hourly basic rate.	37.06	18.10	55.16

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
511	<p>Air, Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width &amp; Over, or Tractor Mounted, Towed &amp; Light Equipment); Concrete Pump (46 Meter &amp; Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantry (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).</p> <p>Future Increase(s): Add \$2/hr on 6/1/11.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	36.47	18.10	54.57
512	<p>Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width &amp; Under, or Tractor Mounted, Towed &amp; Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket &amp; Under); Winches &amp; A-Frames.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	29.82	17.96	47.78
513	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&amp;/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$2/hr on 6/1/11.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	29.44	18.10	47.54
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	34.89	19.68	54.57

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 6/1/2011.	30.21	16.85	47.06
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 2/1/11.	24.39	15.45	39.84

**SEWER, WATER OR TUNNEL CONSTRUCTION**

Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

**SKILLED TRADES**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	34.58	14.92	49.50
105	Carpenter	31.38	16.03	47.41
107	Cement Finisher	24.00	18.63	42.63
109	Electrician	32.53	18.34	50.87
111	Fence Erector	22.50	3.65	26.15
116	Ironworker	31.31	21.79	53.10
118	Line Constructor (Electrical)	31.66	13.94	45.60
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman.	28.11	23.76	51.87
130	Plumber	34.45	15.50	49.95
135	Steamfitter	31.65	15.04	46.69
137	Teledata Technician or Installer	24.09	14.48	38.57
143	Tuckpointer, Caulker or Cleaner	33.35	14.47	47.82
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.00	8.50	25.50
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

**TRUCK DRIVERS**

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	21.42	5.62	27.04
203	Three or More Axle	17.03	12.89	29.92
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.03	12.89	29.92

**LABORERS**

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.67/hr on 6/6/2011; Add \$1.73/hr on 6/4/2012. Premium Increase(s): Add \$1.92 for bottomman; Add \$2.03 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$4.83 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	26.65	15.01	41.66
303	Landscaper	13.40	14.50	27.90
304	Flagperson or Traffic Control Person	19.83	15.65	35.48
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.50	0.00	12.50
314	Railroad Track Laborer	12.50	3.96	16.46

**HEAVY EQUIPMENT OPERATORS  
SEWER, WATER OR TUNNEL WORK**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
521	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver.</p> <p>Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday &amp; holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.</p>	33.59	17.75	51.34
522	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader &amp; Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/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. &amp; Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).</p> <p>Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday &amp; holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.</p>	32.81	17.75	50.56

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
523	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter &amp; Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).</p> <p>Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday &amp; holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.</p>	31.86	17.75	49.61
524	<p>Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width &amp; Over, or Tractor Mounted, Towed &amp; Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket &amp; Under); Winches &amp; A-Frames.</p> <p>Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday &amp; holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.</p>	30.81	17.75	48.56

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	35.05	18.08	53.13
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	32.20	18.69	50.89
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89

**AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

**SKILLED TRADES**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason	33.80	20.37	54.17
105	Carpenter	31.38	16.19	47.57
107	Cement Finisher Future Increase(s): Add \$1.86 on 6/1/11; Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): Effective 6/1/2011 for "Airport Pavement or State Highway Construction" project type only, add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night to avoid peak traffic volumes under artificial illumination with traffic control. The work is completed after sunset and before sunrise.	28.17	16.33	44.50
109	Electrician	31.64	21.45	53.09
111	Fence Erector	33.90	21.81	55.71
116	Ironworker	31.31	21.79	53.10
118	Line Constructor (Electrical)	31.66	13.94	45.60
124	Painter	26.54	13.40	39.94
125	Pavement Marking Operator	26.54	13.40	39.94
126	Piledriver	28.11	21.34	49.45
133	Roofer or Waterproofer	28.85	13.60	42.45
137	Teledata Technician or Installer	24.09	14.48	38.57
143	Tuckpointer, Caulker or Cleaner	33.35	14.47	47.82
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.23	15.04	48.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.21	14.71	42.92
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	12.41	37.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.92	11.87	34.79

154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	26.75	10.29	37.04
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**TRUCK DRIVERS**

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	21.00	14.51	35.51
203	Three or More Axle	25.09	13.60	38.69
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	32.07	18.10	50.17
205	Pavement Marking Vehicle	20.06	11.55	31.61
206	Shadow or Pilot Vehicle	21.00	14.51	35.51
207	Truck Mechanic	25.09	13.60	38.69

## LABORERS

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2011; Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.50/hr for line and grade specialist; Add \$.65/hr for blaster and powderman; Add \$2.01/hr for topman; Add \$2.46/hr for bottomman; Add \$3.23/hr for pipelayer. "Airport Pavement or State Highway Construction" project type only, add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	23.71	16.88	40.59
302	Asbestos Abatement Worker	23.25	13.91	37.16
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/11; Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): Effective 6/1/09 for "Airport Pavement or State Highway Construction" project type only, add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	23.71	16.88	40.59
304	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2011; Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	20.20	16.88	37.08
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.09	18.09
314	Railroad Track Laborer	12.50	3.96	16.46

**HEAVY EQUIPMENT OPERATORS  
AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
531	<p>Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	33.07	18.10	51.17
532	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/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., &amp; Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.57	18.10	50.67

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
533	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Bituminous (Asphalt) Plant &amp; Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches &amp; A-Frames.</p> <p>Future Increase(s):                      Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s):                      On Sunday &amp; holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.07	18.10	50.17

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
534	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	31.81	18.10	49.91
535	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 \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	31.52	18.10	49.62
536	Fiber Optic Cable Equipment.	22.79	15.30	38.09
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	35.05	18.08	53.13

**Fringe Benefits Must Be Paid On All Hours Worked**

<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b> \$	<b><u>HOURLY FRINGE BENEFITS</u></b> \$	<b><u>TOTAL</u></b> \$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	32.20	18.69	50.89
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	32.20	18.69	50.89

<b>LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION</b>
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Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

<b>SKILLED TRADES</b>
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Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	34.58	14.92	49.50
105	Carpenter	31.38	16.29	47.67
107	Cement Finisher	27.12	16.07	43.19
109	Electrician Future Increase(s): Add \$1/hr on 6/1/2011. Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013.	31.10	20.39	51.49
111	Fence Erector	22.50	3.65	26.15
116	Ironworker	31.31	21.79	53.10
118	Line Constructor (Electrical)	31.66	13.94	45.60
124	Painter	27.82	15.39	43.21
125	Pavement Marking Operator	23.46	9.45	32.91
126	Piledriver	28.11	21.16	49.27
133	Rofer or Waterproofer	28.85	13.60	42.45
137	Teledata Technician or Installer	24.09	14.48	38.57
143	Tuckpointer, Caulker or Cleaner	33.35	14.47	47.82
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.21	14.30	42.51
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	16.16	40.84
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.92	11.87	34.79
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	29.06	15.39	44.45

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	21.42	5.62	27.04
203	Three or More Axle	13.00	13.60	26.60
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	21.42	5.62	27.04
207	Truck Mechanic	13.00	13.60	26.60

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	23.34	17.30	40.64
303	Landscaper	22.00	5.20	27.20
304	Flagperson or Traffic Control Person	17.19	15.32	32.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.09	18.09
314	Railroad Track Laborer	12.50	3.96	16.46

**HEAVY EQUIPMENT OPERATORS  
CONCRETE PAVEMENT OR BRIDGE WORK**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	31.97	16.96	48.93

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. &amp; Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s):                      Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s):                      On Sunday &amp; holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	32.57	18.10	50.67
543	<p>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. &amp; Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb &amp; Gutter Machine; Concrete Spreader &amp; Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; 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 &amp; A-Frames.</p>	30.97	16.98	47.95

**Fringe Benefits Must Be Paid On All Hours Worked**

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
544	Backfiller; 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 (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; 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 \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	30.97	16.75	47.72
546	Fiber Optic Cable Equipment.	22.79	15.30	38.09
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	35.05	18.08	53.13
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	32.20	18.69	50.89
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89

**HEAVY EQUIPMENT OPERATORS  
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	31.97	17.35	49.32
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With 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; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	30.42	17.05	47.47
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; 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); 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 \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.52	17.75	49.27

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
554	<p>Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	31.52	17.75	49.27
555	<p>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp; Horizontal); Automatic Belt Conveyor &amp; Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&amp;/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.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday &amp; holidays, pay two times the hourly basic rate.</p>	31.52	17.75	49.27
556	Fiber Optic Cable Equipment.	22.79	15.30	38.09

**RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

**Includes single family houses or apartment buildings of no more than four (4) stories in height and all buildings, structures or facilities that are primarily used for agricultural or farming purposes, excluding commercial buildings. For classification purposes, the exterior height of a residential building, in terms of stories, is the primary consideration. All incidental items such as site work, driveways, parking lots, private sidewalks, private septic systems or sewer and water laterals connected to a public system and swimming pools are included within this definition. Residential buildings of five (5) stories and above are NOT included within this definition.**

**SKILLED TRADES**

Fringe Benefits Must Be Paid On All Hours Worked

<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
101	Acoustic Ceiling Tile Installer	35.28	14.02	49.30
102	Boilermaker	31.09	21.82	52.91
103	Bricklayer, Blocklayer or Stonemason	23.56	13.33	36.89
104	Cabinet Installer	26.00	7.06	33.06
105	Carpenter	31.38	5.03	36.41
106	Carpet Layer or Soft Floor Coverer	18.00	0.00	18.00
107	Cement Finisher	23.50	17.24	40.74
108	Drywall Taper or Finisher	25.95	14.52	40.47
109	Electrician	23.10	11.03	34.13
110	Elevator Constructor	40.46	23.33	63.79
111	Fence Erector	17.00	1.19	18.19
112	Fire Sprinkler Fitter	36.82	19.03	55.85
113	Glazier	30.24	14.84	45.08
114	Heat or Frost Insulator	15.00	0.00	15.00
115	Insulator (Batt or Blown)	10.00	3.10	13.10
116	Ironworker	20.00	0.40	20.40
117	Lather	16.00	1.60	17.60
119	Marble Finisher	29.40	14.31	43.71
120	Marble Mason	34.58	14.92	49.50
121	Metal Building Erector	16.75	6.50	23.25
123	Overhead Door Installer	22.00	4.62	26.62
124	Painter	17.87	0.96	18.83
125	Pavement Marking Operator	25.65	13.10	38.75

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
129	Plasterer	25.00	0.00	25.00
130	Plumber	35.93	15.69	51.62
132	Refrigeration Mechanic	23.00	4.81	27.81
133	Roofer or Waterproofer	28.85	6.23	35.08
134	Sheet Metal Worker	27.83	14.28	42.11
135	Steamfitter	21.00	3.66	24.66
137	Teledata Technician or Installer	8.00	0.00	8.00
138	Temperature Control Installer	22.00	2.92	24.92
139	Terrazzo Finisher	29.40	14.31	43.71
140	Terrazzo Mechanic	29.40	14.31	43.71
141	Tile Finisher	18.00	0.92	18.92
142	Tile Setter	17.50	0.74	18.24
143	Tuckpointer, Caulker or Cleaner	32.50	2.44	34.94
146	Well Driller or Pump Installer	26.76	0.00	26.76
147	Siding Installer	16.00	0.00	16.00

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	16.00	2.25	18.25
203	Three or More Axle	18.00	1.25	19.25
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	15.00	15.00	30.00

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	23.50	6.22	29.72
302	Asbestos Abatement Worker	17.00	7.07	24.07
303	Landscaper	15.00	5.25	20.25

311 Fiber Optic Laborer (Outside, Other Than Concrete Encased) 15.00 3.09 18.09

**HEAVY EQUIPMENT OPERATORS  
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timberco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	31.32	8.17	39.49
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07

\*\*\*\*\* END OF RATES \*\*\*\*\*

**FEBRUARY 1999**

**LIST OF SUBCONTRACTORS**

Section 66.29(7), Wisconsin Statutes, provides that a bidder, as a part of his proposal, shall submit a list of the subcontractors he proposes to contract with and the class of work to be performed by each, provided that to qualify for such listing each subcontractor must first submit his bid in writing to the general contractor at least 48 hours prior to the time of bid closing. It further provides that a proposal of a bidder shall not be invalid if any subcontractor, and the class of work to be performed by such subcontractor, has been omitted from a proposal.

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.

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

# Special Provisions

## Table of Contents

Article	Description	Page #
1.	General .....	2
2.	Scope of Work.....	2
3.	Prosecution and Progress .....	2
4.	Traffic Control (Project) SPV.0060.17.....	3
5.	Public Convenience and Safety .....	3
6.	Erosion Control, Item SPV.0105.07 .....	4
7.	Construction Staking Project Layout, Item SPV.0105.06 .....	4
8.	Utilities.....	4
9.	Excavation, Hauling and Disposal of Contaminated Soil, Item 205.0501.s .....	5
10.	Concrete Masonry .....	6
11.	Concrete Site-cast, Item SPV.0035.02 .....	7
12.	Structural Removal.....	11
13.	Timber Tie Removal and Relocation 10 Foot, Item SPV.0060.01 .....	11
14.	Timber Tie Replacement 4 Foot, Item SPV.0060.02.....	12
15.	Timber Brace Replacement, Item SPV.0060.03 .....	13
16.	Structural Steel Carbon .....	13
17.	Structural Steel HS, "Unpainted Weathering Steel".....	20
18.	Electrical and Lighting System, General .....	20
19.	Gravel Type 1, Item SPV.0035.01 .....	22
20.	Concrete Benches, Item SPV.0060.04 .....	24
21.	Acrylic Sheets, Item SPV.0060.05.....	27
22.	Luminaires, Item SPV.0060.06 - SPV.0060.08, SPV.0090.01 .....	30
23.	Lighting Control Cabinet, Item SPV.0060.09 .....	34
24.	Lighting Pull Boxes, Item SPV.0060.10 .....	36
25.	Lannon Stone Edging, Item SPV.0090.02 .....	36
26.	Trestle Landing Decorative Railings, Item SPV.0105.01.....	39
27.	East Stair Decorative Railings, Item SPV.0105.02; West Stair Decorative Railings, Item SPV.0105.03.....	43
28.	Trestle & North Landing Wood Decking, Item SPV.0105.04 .....	46
29.	Boulders, Item SPV.0105.05 .....	48
30.	Plantings, Item SPV.0060.14 - SPV.0060.16 / SPV.0165.01, SPV.0165.02 .....	50
31.	Slip-Resistant Metal Flooring, Item SPV.0165.05 .....	53
32.	Concrete Staining, Item SPV.0165.06 .....	58
33.	Field Office, Item 642.5001.....	60

## 1. General

- A** Perform the work under this construction contract for Project 2984-23-72, Holton Street Viaduct, Trestle Connection, Milwaukee 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, latest edition and the City of Milwaukee Street construction Specifications, dated July 1, 1992, and the following special provisions. In the event that there is a conflict between the State and City specifications; the stricter of the two shall be used. The department considers only standard specifications, supplemental specifications and interim supplemental specifications issued directly from the department as valid for this contract.
- B** 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 U.S. standard measure system, the department will pay for the work as bid in the US standard system.
- C** The City defines the contractor's and City's responsibilities within the contract documents in one of the following ways:
1. Taken in context, the contract language makes the responsible party clear.
  2. Direct commands written to the contractor in the active voice-imperative mood as described in 101.1 of the specifications.
  3. Using "shall" to indicate contractor responsibility and "will" to indicate department responsibility. For example, "Aggregates shall be stored in stockpiles" or "Sampling and testing will be in accordance with the following AASHTO methods..."
- D** If the contractor thinks the responsibility for an action under the contract is unclear or is given to the wrong party, the contractor should seek clarification from the City.

## 2. Scope of Work

- A** The work under this contract shall consist of the Marsupial Bridge North Landing, East and West Trestle Stairs, Trestle Landing, lighting, landscaping, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

## 3. Prosecution and Progress

- A** Work shall begin after a written notice to proceed has been issued by the engineer .
- B** 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 approval start date.
- C** The project is to be completed by August 31, 2012.
- D** 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 effects on the City's scheduled resources.
- E** The contractor shall notify the following business(ies) and/or individual seven (7) calendar days prior to the start of work on this project:

Lakefront Brewery – 1872 North Commerce Street, Milwaukee, WI

The Brewers Works, Inc. – 1890 North Commerce Street, Milwaukee, WI

The City shall be given a written copy of the required starting notification to the above business and/or individuals.

- F** This special provision is a substitute for Section 305.7 of the Street Construction Specifications, date 1992. The amount of the per diem charge for inspection as referred to in part two (2) shall be \$210.00. The contractor should be aware that work on each project is governed by the project work days, and a per diem inspectional charge of \$210.00 per day will be assessed for each work day after the allotted number. Inspectional charges will be assessed against each project which exceeds its allotted number of work days. An inspectional charge, in addition to the project work day charge, will be assessed if the number of work days for the overall contract exceeds the amount allotted.

#### 4. Traffic Control (Project) SPV.0060.17

- A The work under this item shall be in accordance with the requirements of Section 643 of the standard specifications, and as herein provided.
- B Traffic control bid item will cover any traffic control needed for egress and ingress of materials and equipment to and from the project site.
- C Maintain a minimum of one (1) lane of traffic in each direction at all times.
- D Each barricade, sign or other traffic control device shall bear the name and telephone number for 24-hour emergency service, printed in letters at least 3/4-inch in height.
- E The contractor shall provide 24 hours-a-day availability of equipment and forces to expeditiously restore barricades, lights, signs or other traffic control devices that are damaged or disturbed, and in no case shall the elapsed time between notification of damage (disturbed) and restoration of traffic control devices exceed two hours. The cost to maintain and restore the above items shall be considered incidental to the item of Traffic Control and no additional payment will be made therefore.
- F The contractor shall not disturb, remove or obliterate any traffic control signs, advisory signs, in place along the traveled roadways without the approval of the engineer.
- G The traffic requirements are subject to change at the discretion of the engineer in the event of an emergency.
- H The location of egress and ingress for construction vehicles to prosecute the work shall receive prior approval from the engineer.
- I Equipment and material shall be parked or stored only at work sites approved by the engineer.
- J All signs shall be in accordance with part VI of the Manual of Uniform Traffic Control Devices. All signs shall be reflectorized.

**K Payment**

- 1. All incidental items relating to traffic control shall use the bid item number:

Item Number	Description	Unit
SPV.0060.17	Traffic Control	Each

- 2. Payment for the Traffic Control (Holton Street Viaduct 2984-23-72) bid items is full compensation for constructing, assembling, painting, hauling, erecting, re-erecting, maintaining, restoring, and removing traffic signs, drums, barricades, and similar control devices, including arrow boards, unless provided otherwise; and for providing, placing, and maintaining lights, including the fuel or power unless provided otherwise; and for providing, applying, and removing pavement markings, unless provided otherwise. If Traffic Control (Holton Street Viaduct) is not specified, but is later found necessary and is required, the City of Milwaukee will pay for this work as extra work.

#### 5. Public Convenience and Safety

- A Revise 107.8(6) of the standard specifications as follows:
  - 1. Motorized construction equipment shall not be operated from 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.
- B Coordinate Concrete work on the north landing area to minimize the time in which the bridge is close. The Marsupial Bridge cannot be closed longer than 25 working days.

## 6. Erosion Control, Item SPV.0105.07

- A** The erosion control item on this contract shall include an Erosion Control Implementation Plan (ECIP). The ECIP shall be submitted to the City Engineer, at least ten (10) working days prior to the scheduled start of work on the contract. The City Engineer shall review the ECIP for meeting technical standards and notify the contractor if the plan meets the standard within seven (7) working days. Work shall not start until the ECIP meets technical standards. The contractor shall be required to have a copy of the ECIP on the job site for the entire duration of the contract. The ECIP shall include, but not be limited to:

1. A plan showing all locations of erosion control devices and other Best Management Practices (BMP's)
2. A written description of all erosion control devices and BMP's to be used
3. A written schedule of installing erosion control devices.
4. A written schedule of construction operations related to implementing erosion control devices and BMP's
5. A written maintenance schedule for all erosion control devices and BMP's

All costs associated with implementing the erosion control plank such as furnishing, installing maintaining, and removal of erosion control devices shall be included in the unit price bid for erosion control. There shall be no additional compensation for revising the ECIP or utilizing additional BMP's in order to comply with Chapter 290 of the City of Milwaukee Code of Ordinances. If the contractor is found not in compliance with the ECIP, the contractor will be subject to the penalties included in Chapter 290.

- B** The filter fabric for control of surface water, specified in Section 905.18.1 shall be a filtration Geotextile® meeting the following properties in lieu of the properties specified in the above-noted section.

Grab Tensile Strength	200lb	ASTM D-4632
Mullen-Burst Strength	200lb	ASTM D-3786
Equivalent Sieve size	U.S. No 30 Max	ASTM D-4751
Water Flow Rate	140 gpm/ft <sup>2</sup>	ASTM D-4491
Permittivity	1.9 sec <sup>1</sup>	ASTM D-4491
Permeability	0.14 cm/sec	ASTM D-4491

## 7. Construction Staking Project Layout, Item SPV.0105.06

- A** Construction Staking Project Layout shall be done by the contractor under the bid item number SPV.0105.07.
- B** The railroad trestle shall be the center point of the project and everything pertaining to the project, including the structural portion of the trestle bridge, retaining walls and north landing area of the Marsupial Bridge, benches, ramps, steps, planting locations, crushed gravel, concrete site cast, Lannon Stone edging and any other significant items that need staking shall be dimensioned off of the trestle. The trestle acts as the bench mark for this project because it exists as the only structure.

## 8. Utilities

- A** This contract does not come under the provisions of Administrative Rule TRANS 220.
- B** The contractor shall coordinate his construction activities with a call to Diggers Hotline to verify that the construction area is clear of underground utilities.
- C** The number for Digger's Hotline is 1-800-242-8511
- D** There are no utility adjustments that need to be made for this project

## 9. Excavation, Hauling and Disposal of Contaminated Soil, Item 205.0501.s

### A.1 Description

This special provision describes excavating, loading, hauling, and disposing of low-level petroleum and lead-contaminated soil at a WDNR approved bioremediation facility. The closest WDNR approved bioremediation facilities to the project are:

Veolia Environmental Services, Inc.  
Emerald Park Landfill  
W124s10629 124th Street  
Muskego, WI 53150  
(414) 529-1360

Waste Management, Inc.  
Metro Recycling & Disposal Facility  
10712 South 124th Street  
Franklin, WI 53132  
(414) 529-6180

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

### A.2 Notice to the Contractor – Contaminated Soil Locations

The department completed testing for soil and groundwater contamination at locations within this project where excavation is required. Results indicate that low-level diesel range organic- and lead-contaminated soil is present in the upper five feet of soils in the planned areas of excavation. Approximately 100 cubic yards (approximately 170 tons at an estimated 1.7 tons per cubic yard) is planned to be excavated for footing installations.

Railroad ties need to be removed from the existing trestle as part of the project. Recycle such ties for permitted reuses, such as for landscape timbers, fence post, etc, or dispose of the ties in solid waste landfill. Recycling, reuse, and disposal of railroad ties as required by the project is considered incidental to Item 205.0501.S.

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

Name: Ken Yass, P.E., CHMM  
Address: RMT, 150 N. Patrick Boulevard, Suite 180, Brookfield, WI 53045  
Phone: (262) 879-1212  
Fax: (262) 879-1220  
e-mail: ken.yass@rmtinc.com

### A.3 Coordination

Coordinate work under this contract with the environment consultant:

Name: Ken Yass, P.E., CHMM  
Address: RMT, 150 N. Patrick Boulevard, Suite 180, Brookfield, WI 53045  
Phone: Office (262) 879-1212 Mobile (414)416-1154  
Fax: (262) 879-1220  
e-mail: ken.yass@rmtinc.com

The role of the environmental consultant will be limited to:

1. Documenting that activities associated with management of contaminated soil are in conformance with these special provisions; and,
2. Obtaining the necessary approvals for treatment and disposal of contaminated soil.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the contaminated areas specified above to the environmental consultant. Identify the DNR approved solid waste landfill that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the contaminated areas or at the preconstruction conference, whichever comes first.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the contaminated areas. Notify the environmental consultant at least three working days prior to commencement of excavation activities in the contaminated areas. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the special waste landfill facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

**A.4 Health and Safety Requirements**

Supplement subsection 107.1 of the standard specifications with the following:  
 During excavation activities, expect to encounter soil contaminated with petroleum products and/or metals. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

**B (Vacant)**

**C Construction**

Supplement subsection 205.3 of the standard specification with the following:  
 Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

Directly load and haul contaminated soils excavated for construction to the WDNR approved bioremediation facility. Use loading and hauling practices to prevent any spills or releases of contaminated soils. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity in accordance with applicable state and federal regulations.

**D Measurement**

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

**E Payment**

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

Item Number	Description	Unit
205.0501.s	Excavation, Hauling, and Disposal of Contaminated Soil	Ton

2. Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; dewatering of soils prior to transport, if necessary; railroad tie recycling, reuse, and disposal; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. 205-003 (20080902)

**10. Concrete Masonry**

**A Subsection 501.2.1 of the Standard Specifications is supplemented as follows:**

1. Use Fly ash in the mix design as a partial replacement for cement, the minimum cement content may be met by considering Portland cement plus fly ash as the total cementitious material. The replacement rate shall be determined from laboratory trial mixes but shall not exceed 40 percent by weight of the total cementitious material.
2. No "dry shake" shall be used in the curing process as the resultant white powder residue is deemed unacceptable.

**B Subsection 501.3.2.2 of the Standard Specifications is supplemented to include the following:**

1. Mix design to be approved by Engineer.

## 11. Concrete Site-cast, Item SPV.0035.02

### A Description

1. This section includes but is not limited to the forming, placement and finishing of the following:
  - a. Concrete Slabs-on-Grade
  - b. Concrete Decking w/ Integrated Benches on Trestle Landing
  - c. Concrete Retaining Walls
  - d. Concrete Benches at North Landing (see Section "Concrete Benches" for additional details)
  - e. Concrete Stairs and Landings

### A.1 Related Work

1. Concrete Masonry
2. Electrical and Lighting System, General
3. Gravel, Type 1
4. Concrete Benches
5. Acrylic Sheets
6. Luminaires
7. Trestle Landing Decorative Railing
8. Trestle & North Landing Wood Decking
9. East & West Stair Decorative Railing
10. Boulders
11. Slip-Resistant Metal Flooring
12. Concrete Staining

### A.2 Submittals

Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

#### A.2.1 Manufacturer's Data

Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

#### A.2.2 Shop drawings

1. Submit the following for approval:
  - a. Provide shop drawings of each bench, slab, and wall condition showing all dimensions and integration with electrical. Indicate formwork materials and methods, and description of finishing technique.

#### A.2.3 Field Samples

1. Provide the following:
  - a. Architect may select sections of existing on-site concrete or sections of newly poured concrete as samples to be matched by new installation work.
  - b. Produce one 4' x 8' panel, which demonstrates color, finish, pattern, expansion joints, control joints, tooling and caulking.
  - c. Produce six 24" x 24" x 4" field samples of concrete work at location near final installation site to test and verify concrete stain color and method of application required under "Concrete Staining" Item SPV.0165.02. Retain approved samples during construction as standards for workmanship and appearance of installation. Create samples by the month of cementing or before in order to allow for adequate decision making time and architect review.

### B. Materials

1. Furnish materials conforming to the following:
  - a. Expansion Joint Filler: WisDOT Standard 415.2.4
  - b. Concrete Masonry: WisDOT Standard section 501

- c. Reinforcement: WisDOT Standard section 505
  - d. Electrical Conduit: WisDOT Standard section 652
2. Concrete Masonry used in the work shall conform to requirements of Section 501, and as modified by supplemental provisions.

**C Construction**

**C.1 Inspection**

- 1. Examine sub-grades and installation conditions. Do not start concrete work until unsatisfactory conditions are corrected.
- 2. Verify that frames for manholes, basins, drains, valves, boxes, and other flush structures within and adjacent to areas to be paved and in curb lines are at their proper elevation and alignment.

**C.2 Project Conditions**

- 1. Work Notifications: Notify Architect at least 24 hours prior to beginning installation of concrete for each type and section of work.
- 2. It is the contractor's responsibility to maintain the quality of the concrete during installation in weather where the air temperature is 40 degrees F or below and to incur all costs related to protection during these conditions. Use of calcium chloride, salt or any other admixture to prevent concrete from freezing is prohibited.
- 3. Protect adjacent work.
- 4. Provide temporary barricades and warning lights as required for protection of project work.
- 5. Maintain field records of time, date of placing, curing, and removal of forms of concrete in each portion of work

**C.3 Preparation**

- 1. Sub-grade: Proof roll sub-grade of concrete paving and do necessary rolling and compacting to obtain firm, even sub-grade surface. Fill and consolidate depressed areas. Remove un-compactable materials, replace with clean fill and compact to 95% of the maximum dry density in accordance with ASTM D698 Standard Proctor Method.
- 2. Base: Spread porous base material and compact in maximum 8" lifts to 95% of the maximum dry density in accordance with ASTM D698 Standard Proctor Method.
- 3. Install, set, and build-in work furnished under other specification sections. Provide adequate notification for installation of necessary items. Install conduits and pipe sleeves furnished under other sections. Stake location of conduits and sleeves.
- 4. Remove loose material and debris from base surface before placing concrete.
- 5. Moisten sub-grade or base to provide a uniform dampened condition at time concrete is placed.

**C.4 Forms**

- 1. Forms for exposed concrete shall be smooth A-A Plywood or metal forms to provide a smooth surface finish.
- 2. Formwork shall be clean, straight, free of defects and distortion. All forms should be cleaned and treated each time they are used.
- 3. Forms should be substantially constructed and securely braced so as to maintain position and shape, and resist springing or settling as concrete is placed, and sufficiently tight to prevent leakage of mortar.
- 4. Build formwork to height equal to full depth of concrete works.
- 5. Formwork shall conform to profiles, lines and dimensions indicated on drawings.

6. Use non-staining chemical form release agent free of oils, waxes, and other materials harmful to concrete. Coat form surfaces in contact with concrete with form release agent. Clean forms after each use and coat with form release agent as necessary to assure separation from concrete without damage.
7. Install, align, and level forms. Stake and brace forms in place. Maintain following grade and alignment tolerances:
  - a. Top of form: Maximum 1/8" in 10' - 0"
  - b. Vertical face: Maximum 1/4" in 10' - 0"

**C.5 Placing and Finishing Concrete: Conform to WisDOT 602.3.2.3, except as follows:**

1. Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as specified.
2. Formwork shall be completed and all reinforcement and embedded items shall be secured in place.
3. All snow, ice and mud shall be removed prior to placing concrete. Do not place concrete on frozen ground, saturated ground, or ground with standing water.
4. Do not place concrete during rain, sleet or snow.
5. Handle concrete from the mixer to the place of final deposit as rapidly as practical by methods, which will prevent segregation or loss of ingredients.
6. Deposit concrete continuously or in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes or weakness within the section.
7. Place concrete at such a rate that the concrete which is being integrated with fresh concrete is still plastic.
8. Concrete which has partially hardened or has been contaminated by hardened materials shall not be deposited.
9. Remove rejected concrete from the site.
10. Install/pour concrete at proper elevation to allow for flush relationship along existing slip-resistant metal flooring.
11. Place and spread concrete to the full depth of the forms. Take care during spreading and consolidating operations to prevent segregation of aggregate and dislocation of reinforcement.
12. Place concrete in continuous operation between expansion joints. Provide construction joints, arranged in approved manner when sections cannot be placed continuously.
13. Place concrete in one monolithic course for full width and depth of concrete work.
14. Do not use slip-form technique for placement of sidewalk slabs.
15. Deposit concrete as neatly as practicable in its final position to avoid segregation due to handling or flowing.
16. Free fall of concrete shall not exceed five feet. Use chutes equipped with hopper head for placing where a drop of more than five feet is required.
17. Deposit and consolidate concrete slabs in a continuous operation.
18. Consolidate concrete placed in slabs by methods acceptable to the Architect. Bring slab surfaces to the correct level with a straight edge and then strike off. Use bullfloats or derbies to smooth the surface, leaving it free from bumps and hollows.
19. Do not leave screed stake in concrete.
20. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to start of finishing operations.

**C.5.1 Hot and Cold Weather Installation**

1. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placing, and curing. In cold weather comply with ACI 306 "Recommended Practice for Cold Weather Concreting". In hot weather comply with ACI 305 "Recommended Practice for Hot Weather Concreting".

**C.5.2 Consolidation**

1. Consolidate all concrete in accordance with provisions of ACI 309.
2. Use the standard method of consolidating each layer of concrete immediately after placing, by the use of internal concrete vibrators. Maintain a frequency of not less than 8,000 vibrations per minute for each internal vibrator.
3. Provide adequate number of units and power source at all times.
4. Insert the vibrator so as to penetrate the lift immediately below the one being placed. Do not insert the vibrator into lower courses, which have begun to set.
5. Spacing between insertions of the vibrator shall generally be from 12" to 18" and shall not exceed twice the radius of action as shown in ACI 309 or eighteen inches.
6. Do not use vibrators to transport concrete inside the forms.
7. Vibration shall be adequate and properly carried out to minimize entrapped air and surface voids on formed surfaces.

**C.5.3 Finishes**

1. Apply float finish to all surfaces.
2. After placing and screeding concrete slabs, do not work surface until ready for floating. Begin floating when the surface water had disappeared and when the concrete has stiffened sufficiently to permit operation of a power-driven float.
3. Consolidate the surface with power-driven float or by hand-floating if the area is small or inaccessible to power units.
4. Finish of all sidewalk slabs to be lightly brushed.
5. Finish of all retaining walls and benches to be smooth troweled finish.
6. Consolidate the concrete surface by the final hand troweling operation, free from trowel marks, uniform in texture and appearance, and with surface plane tolerance not exceeding 1/8" in ten feet when tested with a ten-foot straight-edge.
7. Finish all edges of benches, walls, and slab with 1/8" radius corner.
8. Grind all pour joints on concrete walls and benches smooth.
9. Patch all tie holes with mortar of like color and consistency to surrounding concrete.
10. Remove all fins, concrete "buttons" and protrusions completely.

**C.6 Reinforcement: Reinforcement per WisDOT section 505**

1. Reinforcement shall conform to and be placed in accordance with the details shown in plans.

**C.7 Joints: Joints per WisDOT section 602.3.2.5, except as follows:**

1. Place control joints per drawings.
2. Control depth and profile of control joints per drawings.
3. Control joints to be formed by inserting a metal parting strip in the concrete after it has been struck off and consolidated and while the concrete is still plastic. As soon as the concrete will retain its shape, the parting strip shall be removed and the joint edge-finished.
4. No saw joints allowed.

**C.8 Protection and Curing: Conform to WisDOT 602.3.2.6, except as follows:**

1. Concrete should be cured a minimum of 14 days.
2. Protect concrete work from damage due to construction and vehicular traffic until final acceptance. Exclude construction and vehicular traffic from concrete pavement for at least 14 days.
3. Cure concrete flatwork with new and unwrinkled, non-staining, high quality curing paper, without overlapping the paper. Use City of Milwaukee standards for curing.

**C.9 Cleaning**

1. Perform cleaning during installation of work and upon completion of the work. Remove excess materials, forms, debris, and equipment from site. Repair damage resulting from concrete operations.
2. Sweep concrete walks and pavement and wash concrete surfaces and faces free of stains, discoloration, dirt, and other foreign material immediately prior to final acceptance.

## **12. Structural Removal**

- A** Section 203 of the Standard Specifications shall govern the work except as modified herein.
- B** The contractor shall exercise care when removing structural members indicated in the contract documents so as not to damage adjacent structure elements intended to remain.
- C** Removal shall include portions of outriggers, rail posts, rail post cables, longitudinal timber and hardware, portion of pile cap at pier 1 and northern most pile at pier 1, as shown on the demolition plan included in the structural drawings.
- D** Coordinate with Special Provision # 9, Excavation, Hauling and Disposal of Contaminated Soil and Timber Ties, Item 205.0501.S, for instructions on disposal of contaminated, unused timber ties.

## **13. Timber Tie Removal and Relocation 10 Foot, Item SPV.0060.01**

**A Description**

1. This item is for the relocation of a good 10 foot timber tie to replace a deteriorated tie where needed for the support of the deck.

**B Material**

1. The material for this item shall be salvaged from the existing structure and each piece shall be in good condition and the reuse of the piece shall be approved by the Field Engineer. If material cannot be salvaged from the existing structure, the contractor shall provide appropriate samples, with the same appearance color and texture, for the engineer's approval.

**C Construction**

1. The City representative (Construction Supervisor or Inspector) shall locate all timber ties to be replaced due to deterioration or appearance. There shall be a minimum of one good 10 foot long timber tie for every third timber tie along the length of the structure. Material shall be salvaged from the existing structure prior to investigating other means of materials.
2. A 10 foot long timber tie can be removed from one location of the structure and secured at another location to replace a timber tie where several deteriorated timbers are located in a row.

**D Measurement**

1. "Timber Tie Removal and Relocation 10 Foot" will be measured as each individual unit acceptably completed. One unit is for the removal and replacement of one 10 foot long member.

**E Payment**

1. Payment for "Timber Tie Removal and Relocation 10 Foot" is full compensation for the removal of the salvaged 10 foot long piece, preparation of salvaged piece, the actual salvaged piece, removal of the deteriorated timber tie at the new location and all hardware and the proper disposal of surplus and deteriorated materials.

**14. Timber Tie Replacement 4 Foot, Item SPV.0060.02**

**A Description**

1. This item replaces a deteriorated 10 foot long timber tie along the south edge of the structure for the appearance of the structure. This item also fills in the gap where the 10 foot long timber tie removed for the bid item "Timber Tie Replacement 10 Foot".

**B Material**

1. The material for this item shall be salvaged from the existing structure and each piece shall be in good condition and the reuse of each piece shall be approved by the Field Engineer. If material cannot be salvaged from the existing structure, the contractor shall provide appropriate samples, with the same appearance color and texture, for the engineer's approval.

**C Construction**

1. The City representative (Construction Supervisor or Inspector) shall locate all timber ties that are to be removed due to deterioration or appearance. The entire deteriorated timber tie shall be removed and replaced with a salvaged section of a timber tie with a minimum length of 4 feet.
2. The 4 foot minimum length of salvaged timber tie shall be obtained from one of two places.
  - a. A section of a 15 foot long timber tie may be used. Use only the 15 foot long members that are used as an outrigger along the north edge of the structure. These longer members must be in good condition and be approved by the Field engineer. The remaining section of the 15 foot long timber tie shall remain in place and does not get reimbursed under this bid item.
  - b. A 2nd location for the 4 foot long salvaged timber shall be cut from the northern half of a good 10 foot long timber tie from another location of the structure. The northern half of the tie from the salvaged location does not have to be replaced as long as there is a good 10 foot long timber tie on each side of the gap. The southern half remains in place and does not get reimbursed under this bid item.
3. All modified members must be securely fastened to the three wooden timbers for all construction loads.

**D Measurement**

1. "Timber Tie Replacement 4 Foot" will be measured as each individual member acceptably completed. One unit is for the removal of the 4 foot long minimum piece of timber tie and the placement of the 4 foot long tie along the south edge of the deck

**E Payment**

1. Payment for "Timber Tie Replacement 4 Foot" is full compensation for sawing and removal of a salvaged 4 foot long timber tie from the existing structure, preparation of the salvaged piece, the actual salvaged piece, removal of the deteriorated timber tie at the new location, all hardware and the proper disposal of surplus and deteriorated materials.

## 15. Timber Brace Replacement, Item SPV.0060.03

### A Description

1. This item replaces a deteriorated timber brace along the south edge of the structure to maintain the architectural appearance of the original structure.

### B Material

1. The material for this item shall be salvaged from the existing structure and each piece shall be in good condition and the reuse of the piece shall be approved by the Field Engineer. If material cannot be salvaged from the existing structure, the contractor shall provide appropriate samples, with the same appearance color and texture, for the engineer's approval.

### C Construction

1. The Field engineer shall locate all timber braces that are to be removed due to deterioration or appearance. The entire deteriorated timber brace shall be removed and replaced with a salvaged section of timber.
2. The salvaged timber to be used for a brace shall be obtained from one of two places.
  - a. One location to obtain the material for the longitudinal bracing element is from the reuse of the longitudinal timber/decking that is presently on top of the timber ties. All of the longitudinal members, on top of the deck, are to be removed as shown on the drawing and in accordance with the bid item "Removing Old Structure". These members must be in good condition to be reused and be approved by the Field Engineer. These members may be thicker than the original longitudinal bracing.
  - b. A 2nd location to obtain the material for the longitudinal bracing element is the reuse of one or more pieces of the existing longitudinal bracing that may be too short for proper attachment at each end.
3. In order for the reuse of some of the materials, the pieces may be spliced together as shown on the drawings. The timber and splice plates shall be considered as one unit for the payment of this item.
4. These members may be thicker than the original longitudinal bracing elements but may not be spliced with other thicknesses or widths of timber.

### D Measurement

1. "Timber Brace Replacement" will be measured as each individual member acceptably completed.

### E Payment

1. Payment for "Timber Brace Replacement" is full compensation for removal and cutting of the salvaged materials from the existing structure, preparation of the salvaged piece(s), splicing of the member, the salvaged material, all hardware for the attachment and splices and the proper disposal of surplus and deteriorated materials.

## 16. Structural Steel Carbon

### A Description

1. This work shall consist of furnishing, fabricating, painting and erecting all structural steel (except for the Weathering Structural Steel Channels, see Article 14 – Structural Steel HS, Unpainted Weathering Steel) for the Trestle Landing as shown on the Plans and as specified herein. All work shall be performed in accordance with the applicable requirements of the Standard Specifications in general and Section 506 in particular, except as modified herein or shown on the Plans.

2. This work consists of but is not limited to, the following items:
  - a. All steel angles and plates to support the Trestle Landing (except for the Weathering Structural Steel Channels, see Article 14 – Structural Steel HS, Unpainted Weathering Steel)
  - b. All shear connectors and anchor studs welded to the fabricated structural steel.
  - c. All shop and field fasteners for the structural steel.
  - d. Field fasteners for connection of the furnished structural steel to existing structures.
  - e. All work associated with erecting specified steel.

**B Submittals**

1. Complete shop detail drawings and erection drawings shall be submitted for review in accordance with the Standard Specifications and other provisions of the Contract. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

**C Materials**

1. All structural steel shapes and plates covered by this work shall be new and shall be ASTM A 709 grade 36 or grade 50 unless otherwise noted herein or on the Plans.
2. All high strength bolts shall meet FHWA requirements for rotational tests.
3. All threaded fasteners shall be ASTM A 325, Type 1 galvanized, unless otherwise noted on the Plans or Special Provisions
4. Concrete masonry anchors shall be type S as specified in Subsection 502.5.6.2 of the Standard Specifications. The anchors shall be adhesive anchors, stainless steel, or if specifically called for on the Plans or Special Provisions, either hot dip galvanized or mechanically galvanized in accordance with AASHTO M232 or AASHTO M298, respectively.

**D Painting**

1. The entire Subsection 506.3.31.3 of the Standard Specifications shall be amended by the following:
2. Description:
  - a. This special provision covers the shop cleaning and the shop application of a complete coating system of new structural steel (except for the Weathering Structural Steel Channels, see Article 14 – Structural Steel HS, Unpainted Weathering Steel) This work is included in the work of furnishing and fabricating structural steel. This special provision also covers the field cleaning and repair of surfaces damaged in shipping, handling, and erecting the structural steel and the field cleaning and painting of existing steel at demolition locations and locations of connection to all new steel.
  - b. The shop coating system shall consist of a coat of an inorganic zinc-rich primer, a coat of high build epoxy, and a urethane protective coat Technology used herein is in accordance with the definitions used in volume 2, systems and specifications, of the SSPC Steel Structures Painting manual (1989 Edition).
  - c. Seasonal limitations on Field Painting. Except as otherwise authorized by the Owner's Representative, no field coating shall be allowed between October 15th and May 1st.
3. Materials:
  - a. Coating Systems: The color for the epoxy coating material shall be Federal Paint # 30095 in matte finish.
  - b. The fourth paragraph of Subsection 517.3.1.7.2 of the Standard Specifications shall be modified to read: "On all other areas including the outside surfaces of splice plates, the minimum dry film thickness above the surface profile for the primer coat shall be 3.0 mils."

4. Provision for inspection.
  - a. The Contractor shall make arrangements for inspection of all shop painting with the Construction Supervisor or the Inspector.
5. Preparation for Shop Coating
  - a. All areas with oil or grease on surfaces to be coated shall be cleaned with clean petroleum solvents and then all the surfaces to be coated shall be blast cleaned to a near-white finish in accordance with SSPC-SP10
  - b. All fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, shall be removed by grinding and the area re-blasted to give 1 to 2.5-mil surface profile.
  - c. Scaling hammers may be used to remove heavy scale but heavier type chipping hammers which would excessively scar the metal shall not be used.
  - d. Abrasives used for blast cleaning shall be either clean dry sand, steel shot, mineral grit, or manufactured grit and shall have a gradation such that the abrasive will produce a uniform profile of 1 to 2.5 mils, as measured with extra coarse Testex Replica Tape.
  - e. All abrasive and coating residues shall be removed from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If the double blowing method is used, the top surfaces of all structural steel, including flanges, longitudinal stiffeners, splice plates, hangers, etc., shall be vacuumed after the double blowing operations are completed. The air line used for blowing the steel clean shall have an in-line water trap and the air shall be free of all oil and water as it leaves the air line. The steel shall then be kept dust free and primed within 8 hours after blast cleaning.
  - f. Care shall be taken to protect freshly coated surfaces from subsequent blast cleaning operations. Blast damaged primed surfaces shall be thoroughly wire brushed or if visible rust occurs, reblasted to a near-white condition. The wire brushed or blast cleaned surfaces shall be vacuumed and reprimed by spraying.
  - g. All areas where field welding is required shall be masked prior to shop coating. The Owner's Representative must approve blasted and cleaned surfaces prior to the coating-application.
6. Mixing the Coating.
  - a. The coating shall be mixed with a high shear mixer (such as Jiffy Mixer) in accordance with the manufacturer's directions, to a smooth, lump-free consistency. Paddle mixers or paint shakers are not permitted. Mixing shall be done, as far as possible, in the original containers and shall be continued until all of the metallic powder or pigment is in suspension. Care shall be taken to ensure that all of the coating solids that may have settled to the bottom of the container are thoroughly dispersed. The coating shall then be strained through a screen having openings no larger than those specified for a Number 50 sieve in ASTM E 11. After straining, the mixed primer shall be kept under continuous agitation up to and during the time of application.
7. Thinning the Coating.
  - a. In general the coatings are supplied for normal use without thinning. If it is necessary to thin the coating for proper application in cool weather or to obtain better coverage of the urethane protective coat, the thinning shall be done in accordance with the manufacturer's recommendations.
8. Conditions of Coating.
  - a. Coating shall be applied only when the following conditions have been met:
    1. Temperature. The temperature of the air and the steel shall be above 50°F for coatings other than the topcoat. This 50°F minimum temperature shall be maintained throughout the minimum cure times

as listed in the QPL. For the urethane topcoat the temperature of the air and steel shall be above 40°F. Coatings shall not be applied if the temperature is high enough to cause blistering. The surface temperature of the steel shall be at least 5°F higher than the dew point (this requires the steel to be dry and free of any condensation regardless of the actual temperature of the steel).

2. Humidity. The coating shall not be applied when the relative humidity is greater than 90 percent nor when a combination of temperature and humid conditions are such that moisture condenses on the surface being coated.

9. Applying the Coating.

- a. After the surface to be coated has been cleaned and approved by the Owner's Representative, the primer shall be applied so as to produce a uniform even coating bonded with the metal. Succeeding coats shall be applied when approved by the Owner's Representative. The minimum time between coats shall be 16 hours at a minimum of 50°F unless a longer recoat interval is deemed necessary by the manufacturer's product data sheet. It is the applicator's responsibility to determine if the coating has cured sufficiently for proper application of succeeding coats. The maximum time between coats shall be in accordance with the manufacturer's recommendation except that no more than 60 calendar days will be permitted between coats. If the maximum time between coats is exceeded, all newly coated surfaces shall be completely blast-cleaned again to a near white finish, SSPC-SP10 or SSPC-SP1 1, and recoated and shall be at the Contractor's expense.
- b. The coatings shall be applied with the spray nozzles and pressures recommended by the producer of the coating system, so as to attain the dry film thickness specified. In general, the minimum dry film thickness for the organic zinc-rich primer shall be 3.0 mils, for the epoxy coat shall be 3.5 mils, and for the urethane protective coat; shall be sufficient to provide a uniform color and appearance but in no case less than 1.0 mil. The dry film thickness of the organic zinc-rich primer coat on the top of top flanges where stud shear connectors are to be welded, shall not be less than 1 mil or greater than 2.5 mils. In the shop, the external surface of field bolted connections (including the external surface of splice plates) shall be primed with organic zinc-rich (minimum 4.0 mils Paint) only. The faying surfaces of bolted field splices, bolted shop splices, or any other bolted faying surfaces, shall be masked during subsequent coating operations. The inorganic zinc-rich primer shall be applied to a dry film thickness of 1.0 to 2.5 mils on all surfaces internal to the connection and all surfaces of all filler plates.
- c. The dry film thickness will be determined by the use of a magnetic dry film thickness gage. The gage shall be calibrated on the blasted steel with plastic shims approximately the same thickness as the minimum dry film thickness. A Tooke film thickness gage may be used to verify the coating thickness when requested by the Owner's Representative. If the Tooke gage shows the primer coat to be less than the specified minimum thickness, the total coating system will be rejected even if the total of dry film thickness exceeds the total of the minimum for each coat of the 3-coat system.
- d. All bolted shop connections and bolted cross frames or diaphragms shall be removed and disassembled prior to the blasting and coating of the girders or beams. The parts shall be blasted separately and primed, then reassembled and the bolts fully tightened using the turn of the nut method.
- e. All galvanized components, including galvanized nuts, bolts, and washers, shall be solvent cleaned, given a tie coat, and then coated with both the epoxy coat and the urethane protective coat.
- f. If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags, the coating shall be applied in multiple passes of the spray gun, the passes separated by several minutes. Where excessive coating thickness produces "mud-cracking," such coating shall be scraped back to soundly bonded coating and the area recoated to the required thickness.
- g. In areas of deficient primer thickness, the areas shall be thoroughly cleaned with power washing equipment, as necessary to remove all dirt; the areas shall then be wire brushed, vacuumed, and recoated.

- h. All coating shall be done in a neat and workmanlike manner as described in SSPC-PAI, producing a uniform, even coating which is bonded to the underlying surface.
  - i. Erection marks, for the field identification of the members, and weight marks shall be transferred or preserved.
  - j. All metal coated with impure, unsatisfactory, or unauthorized coating material, or coated in an unworkmanlike or objectionable manner, shall be thoroughly cleaned and recoated or otherwise corrected as directed by the Owner's Representative.
  - k. All dry spray shall be removed by sanding if necessary, prior to the application of the succeeding coat.
  - l. Material shall not be loaded for shipment until the shop coating has adequately cured and has been inspected. The components will be stamped "Recommended for Use" only after the loading has been completed and approved.
10. Stenciling Requirement.
- a. At the completion of the coating, the completion date (month and year) and the number of the type of coating system used shall be stenciled on the inside of the fascia beams, at the locations designated by the Owner's Representative, in 4-inch numbers; for example: 7/00-48. The paint used for this marking shall be any urethane spray paint.
11. Handling Steel
- a. Extreme care shall be exercised in handling the steel in the shop, during shipping, during erection, and during subsequent construction of the Trestle Landing. Painted steel shall not be moved or handled until sufficient cure time has elapsed to ensure no damage is done to the fresh coating. The steel shall be insulated from the binding chains by softeners approved by the Owner's Representative. Hooks and slings used to hoist steel shall be padded. Diaphragms and similar pieces shall be spaced in such a way that no rubbing will occur during shipment that may damage the coatings. The steel shall be stored on pallets at the job site, or by other means approved by the Owner's Representative, so that it does not rest on each other. All shipping and the job site storage details shall be presented to the Owner's Representative at the pre-fabrication meeting and they must be approved prior to shipping the steel.
12. Shop and Field Repair.
- a. All shop repairs to the coating shall be made in strict accordance with the coating supplier's recommendations except where the requirements listed in this specification are more stringent. All written procedures for shop and field repairs shall be submitted for approval by the Owner's Representative prior to coating. All coatings applied to repair areas shall be applied using recommended spray equipment only:
  - b. Such repairs shall include the application of the following coating system; e.g. on rusted areas: the zinc-rich primer, the epoxy intermediate coat, and the urethane protective coat; on non-rusted areas (where the primer is at least equal to the minimum required dry film thickness): the epoxy intermediate coat and the urethane protective coat; and on galvanized components; the tie coat, the epoxy intermediate coat, and the urethane protective coat. If any blast cleaning is required in the field it shall be done using an approved low-dust abrasive.
13. Field Painting.
- a. The painted surfaces of all new structural steel damaged by transportation, handling and erection shall be repaired as specified herein.
  - b. All portions of the structure shall be protected against splatter, splashes, and smirches of coating material by means of protective covering suitable for the purpose.
  - c. Pedestrians, vehicular and other traffic upon or underneath the structure shall be protected.

- d. Portions of structural steel which are embedded in concrete shall be blast cleaned and painted with a 1 mil (minimum dry film thickness) coating of zinc rich primer, unless noted otherwise.
- e. All flame cut edges of plates that will be painted shall be ground or planed to remove the hardened surface caused by the flame. Removal of this surface is necessary to obtain a proper cleaned surface for adhesion of the paint.
- f. Any galvanized surfaces that are to be also painted shall be cleaned and given a tie coat in accordance with the recommendations of the manufacturer, unless otherwise noted. The tie coat shall be a wash primer that chemically etches the galvanized surface and shall be subject to the Owner's Representative approval. The following galvanized items shall be painted.

14. Inspection of Prime Coat.

- a. The Construction Supervisor or the Inspector shall approve all surface preparations before the application of any coating. Each coat shall be inspected prior to the application of the next coat. Areas found to contain runs, overspray, roughness, or other signs of improper applications shall be repaired or recoated in accordance with the manufacturer's recommendations.
- b. Safety precautions stated in the manufacturers printed instructions shall be carefully observed.
- c. The painting work under this section shall include all of the exposed exterior metals except for the Unpainted Weathering Steel Channels and Stainless Steel Decorative Railings at the Trestle Landing and Stairs.

**QUALIFIED PAINT SOURCES AND PRODUCTS**

(Inorganic Zinc-Rich and Epoxy Systems with VOC's at 2.8 pounds or less per gallon)

Producer	Coats	Products	Dry Film Thickness		Minimum Time Between Coats
			Mils.	Mm. Hour	
Ameron Coatings Division 201 North Berry St. Brea, CA 92621 1-800-344-0025	1st	Dimetcoat 21-9	3.0		24
	2nd	Amercoat 385	3.5		8
	3rd	Amercoat 450 HS	1.0		
Carboline 350 Hanley Industrial St. Louis, MO 63144 314-644-1000	1st	Carbozinc CZ 11 HS	3.0		24
	2nd	Carboline 893	3.5		8
	3rd	Carboline 134 HS	1.0		
Sherwin Williams 1051 Perimeter Drive Schaumburg, IL 60173 847-330-1558	1st	Zinc Clad II HS (3pk)	3.0		24
	2nd	Recoatable Epoxy B67	3.5		8
	3rd	Corothane II B65 W200 Series	1.0		
Davis Paint Mfg., Inc. 3420 Candler's Mtn. Rd. Lynchburg, VA 24506 804-846-5377	1st	Zinc P159	3.0		24
	2nd	Epoxy P 192/M165	3.5		8
	3rd	Shinethane Urethane	1.0		

- d. The intermediate coat and the urethane topcoat shall be of sufficient dry film thickness to completely cover the prime coat and the intermediate coat respectively and produce a uniform color and appearance.
- e. The color for the urethane top coat shall be approved by the engineer.
- f. The minimum on the faying surfaces shall be 1.0 mu and the maximum 2.5 mils.

## **E Construction Requirements**

The requirements of Subsection 506.3 of the Standard Specifications shall be supplemented by the following:

1. **General.** All welding and non-destructive testing for redundant main members and secondary members shall conform to the current edition of the AWS/AASHTO Bridge Welding Specifications, D1.3-95, modified in accordance with the latest AASHTO Standard Specifications for Welding of Structural Steel Highway Bridges and to the details shown on the Plans.
2. The Contractor shall notify the Owner's Representative at least 30 calendar days in advance of the beginning of work at the steel fabrication shop. The Owner's Representative shall be under no obligation to accept any work performed before the thirtieth (30th) day after such notice.
3. All quantitative and qualitative testing and performance and other incidentals to perform the work under this section shall be in accordance with the State of Wisconsin, Department of Transportation, latest specifications and latest supplement specifications.
4. Nondestructive testing will include radiographic, magnetic particle, and ultrasonic methods as well as any other type of inspection the Contractor proposes to use with the Owner's Representative approval.
5. Ultrasonic testing may be used in lieu of radiographic testing subject to the approval of the Owner's Representative, except as noted in the fracture control plan.
6. Fillet welds shall be tested by the magnetic particle method.
7. All inspection shall be performed by a firm or agent employing qualified welding inspection personnel and using up-to-date equipment. The Contractor shall inform the Department's Inspector (or the Department's inspection agency) of the name of this firm and the identity of the equipment to be used. No fabricated steel shall be inspected or accepted until the firm and its equipment have been approved.
8. If a fabricating shop prequalified its metal-arc welding operators according to the standard qualification procedures of the American Welding Society and certifies to the Owner's Representative that an operator working on the structure has been prequalified within twelve (12) months previous to the beginning of the work on the subject structure, the Owner's Representative may consider such operator qualified. The certificate shall state that such operator has been doing satisfactory welding of the required type within the three (3) month period previous to the subject work. A certificate shall be submitted for each operator and for each project, stating the name of the operator, the name and title of the person who conducted the examination, the kind of specimens, the positions of welds, the results of the tests and the date of the examination.
9. Unless otherwise specified, holes for field connecting parts shall be drilled or reamed in the shop with the connecting parts assembled or else drilled or reamed to a metal template.
10. **Stainless Steel Shims.** Wherever shims are required, the nominal, or theoretical, thickness "t" shall be indicated. The actual shim pack furnished shall have a thickness equal to 2 times the nominal thickness indicated and shall be composed of the following material thicknesses: t, t/2, t/4, t/8, t/16, etc. The thicknesses of the material furnished shall be such that the total shim pack thickness can be adjusted in increments of 1/32" inch for machinery bases and structural parts that have machined surfaces, or 1/16th inch for structural steel connections for parts not having machined surfaces.
11. Dimensional tolerances for welded members shall be in accordance with the AWS Specifications with revisions and as modified by the AASHTO Standard Specifications for welding of Structural Steel Highway Bridges. The deviations shall be determined in accordance with Section 11.4.B.2 of the AASHTO Standard Specifications for Highway Bridges.
12. Prior to fabrication, the Contractor shall field verify all dimensions where the connection of new steel is to be made to the existing structure.
13. All steel members shall be shop assembled and checked for dimensional fit to the existing structure prior to shipment.

14. Payment. Section 506.5 is amended from the standard specifications as follows: A All shop painting, shop repair painting and all field surface preparation and field painting, as specified herein, shall be reimbursed under the respective structural steel pay item. Painting shall not be measured separately for payment.

## 17. Structural Steel HS, "Unpainted Weathering Steel"

### A Description

1. This work shall consist of furnishing, fabricating, and erecting all Structural Steel HS, "Unpainted Weathering Steel" for the Trestle Landing as shown on the Plans and as specified herein. All work shall be performed in accordance with the applicable requirements of the Standard Specifications in general and Section 506 in particular, except as modified herein or shown on the Plans.
2. This work consists of but is not limited to, the following items:
  - a. All steel channels to support the Trestle Landing
  - b. All work associated with erecting specified steel.

### B Submittals

1. Complete shop detail drawings and erection drawings shall be submitted for review in accordance with the Standard Specifications and other provisions of the Contract. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

### C Materials

1. All structural steel channels covered by this work shall be provided as specified on Structural Plans.

## 18. Electrical and Lighting System, General

### A Electrical Service, Main Lugs Only, Meter Pedestal, Trestle Connector

1. The utility contact for the project is:  
  
Jim Ward at WE Energies  
Phone: (414) 449-3013  
Email: jim.ward@we-energies.com
2. The Contractor shall arrange for the electrical power source in the name of the City of Milwaukee. The power company installation will be paid for by the City of Milwaukee, and energy costs will be paid by the City of Milwaukee. A time-of-use meter shall be installed.

### B Metallic Conduit

1. Exposed conduit shall be primed and painted to match the color of the structure; the paint used on metallic conduit must be formulated for galvanized surfaces.
2. Routing of exposed conduit shall be done in a manner that is straight or at right angles to the structure and be concealed from view to the extent possible (i.e. on the top of a beam, etc.). The locations of any exposed conduits associated with this project shall be approved by the architect prior to installation.

### C Nonmetallic Conduit

1. Exposed conduit shall be primed and painted to match the color of the structure.
2. Routing of exposed conduit shall be done in a manner that is straight or at right angles to the structure and be concealed from view to the extent possible (i.e. on the top of a beam, etc.). The locations of any exposed conduits associated with this project shall be approved by the architect prior to installation.

#### **D General Requirements**

1. This work shall conform to the current edition of Wisconsin Electrical Code; National Electrical Contractor's Association, (NECA) electrical construction practices and Wisconsin DOT Standard Specifications for Highway and Structure Construction, 1996 Edition.
2. Installations below grade or for concrete encasement shall be made available for inspection before being backfilled or concealed.
3. The contractor shall contact the City of Milwaukee electrical inspector and engineering department for permits/inspection of all electrical installations.

#### **E Materials**

1. All materials furnished by the contractor for lighting installation under this contract are subject to approval by the engineer.
2. The contractor shall furnish a complete list and cut sheets/shop drawings of materials to be furnished and used for lighting. Such list shall include the names and addresses of manufacturers, together with catalog numbers, certificates of compliance, specifications, and other product information requested by the engineer. The list and cut sheets/shop drawings shall be submitted within 20 calendar days of the award of the contract. No materials shall be incorporated into the lighting system prior to the written approval of the architect & engineer. Approval does not change the intent of the specifications. The contractor shall not substitute or make changes in material without re-submittal for approval.
3. The luminaire mounting information, as coordinated with the structure, shall be included in the shop drawings. Drawings shall detail dimensions, weights, methods of field assembly and installation, components, features, and accessories.
4. Coordination drawings for fixtures mounted on or in the Trestle Connection. Such drawings shall indicate coordination with structural drawings, finish materials, and other equipment.
5. The Contractor is allowed up to two (2) submittals of material for approval. If more than two submittals are required, the Contractor will be charged \$250 per bid item for additional review time, with payment made with the re-submittals.

#### **F Splices**

1. Splices shall be made with King Safety Products Pro-Line silicone-filled safety connectors or equivalent connectors for wire combinations up to 2#6 w/1#12AWG. The intent of the specification is a flexible connector which can move when frozen and eliminates the possibility of corrosion and flashover. Splices for larger combinations of wires shall comply with DOT Specification Section 659.3.2. All splices within a pull-box, junction box, hand-hole, etc. shall be of the same type. No splices are allowed in below grade pull boxes.

#### **G Circuit Identification**

1. Color AND circuit identification coding are both required for conductors. Each accessible location of feeder cable in junction boxes and pull boxes, including through-going cables shall be color and circuit coded.
2. Color coding shall be applied by means of 2-inch wide bands of tape suitable for the application, unless the cable jacket is of the proper color. All tails of all splices shall be coded. Both tails of all fuse assemblies shall be coded. Secondary distribution circuits shall be color-coded as shown on the plans.
3. In addition to color coding, a permanent tag identifying the conductor circuit number shall be attached to the respective conductor. The circuit tags shall be equal to Panduit SSM series marker ties. Circuit number, neutral or ground shall be legibly handwritten on the tags using permanent black marker suitable for marking on nylon, as appropriate.

#### **H Threaded Fasteners**

1. All threaded fasteners (i.e. screws, bolts, etc.) shall be liberally coated with an approved anti-seize compound. Excepting fasteners inside control cabinets, fasteners up to half an inch in diameter shall be stainless steel.

**I Bonding Wire**

1. Bonding wire shall be installed in conduits for equipment grounding. All equipment shall be grounded as required. All ground and bonding wire to follow section 290 of the National Electrical Code, and applicable portion of Wisconsin Codes, PSC114—Electrical Code and COMM 16—Electrical.

**J Initial Failures**

1. The contractor and the engineer shall agree on a time for test burning of completed installations which is generally toward the end of the contract period. Failed lamps shall be replaced, along with any other non-functioning component, for no additional compensation. Only one test burn for the purpose of identifying initial failures will be required.

**K Incidental Material**

1. The contractor is responsible for providing a completely operational lighting system. Any materials and work not specifically identified or quantified, shall be included with the respective bid item.

**L O&M Manuals**

1. The contractor shall provide 2 sets of hardbound, 3 ring binders containing operating and maintenance information to be turned over to the BID district and the City of Milwaukee (4 sets total). The binder shall include directory, appropriate labeling and dividers between the sections. These manuals shall include, but not limited to the following:
  - a. Shop Drawings of ALL approved equipment/materials.
  - b. Typed List of Lamps.
  - c. Maintenance and installation manuals for equipment installed.

**19. Gravel Type 1, Item SPV.0035.01**

**A Description**

1. This special provision describes the finish gravel surface at the North Landing.

**A.1 Related Work**

1. Concrete, Sitecast
2. Concrete Benches
3. Lannon Stone Edging
4. Boulders
5. Slip-Resistant Metal Flooring

**A.2 Submittals**

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

**A.2.1 Manufacturer's Data**

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

**A.2.2 Samples**

1. Submit the following samples and obtain Architect approval prior to ordering materials:
  - a. Gravel: (1) Five pound bag, showing full range of color, sizes and texture.

**B Materials**

**B.1 Gravel**

1. Common Name – "Crushed Limestone", approximately 1/4" to 1/2" in diameter, to match architect's sample.
2. Provide gravel quantity to 4" depth of coverage.
3. Possible Sources for Crushed Limestone:

Halquist Stone  
PO Box 308, N51 W23563 Lisbon Rd.  
Sussex, WI 53089  
Phone: 262-246-9000

Rockwell Lime Company  
4110 Rockwood Road  
Manitowoc, WI 54220  
Phone: 920-682-7771

Sun Prairie Sand and Gravel, LLC  
495 Marshview Drive  
Sun Prairie, WI 53590  
Phone: 608-887-4041

Bjoin Limestone Inc.  
7308 West State Road 11  
Janesville, WI 53548  
Phone: 608-876-6959

**C Construction**

**C.1 Project Conditions**

1. Inspect sub-grade conditions to determine that it is substantially complete and prepared and that the site is ready for the work of the section. Notify the Architect in writing of any discrepancies or unsatisfactory conditions and do not commence operations until they have been corrected.
2. Coordinate with the work of all other sections separate contracts on the site, including especially Lannon stone edging, and the setting of wood decking foundations, benches, boulders, and other embedded items in paving area.
3. Cold Weather Protection: Do not use frozen materials or build on frozen sub-grade.

**C.2 Delivery, Storage, and Handling**

1. Deliver all packaged materials to the site in original unopened packaging clearly indicating manufacturer's name, and other identifying information.
2. Store all materials in a dry location off the ground, and in such a manner as to prevent damage or intrusion of foreign matter. All materials which have become damaged or unfit for use during delivery or storage shall be replaced at the expense of the Contractor.

**C.3 Preparation**

1. Verify layout and grades of earth substrate before proceeding with any work. Contractor shall satisfy himself that sub-base installed is adequate for proper installation of work specified herein.
2. Verify that earth below gravel bed is sufficiently compact for stable installation of gravel bed.

**C.4 Installation**

1. Upon receiving approval of final staked location, begin work. Establish grade controls, maintaining the required lines and grades.
2. Spread gravel evenly to cover all indicated surfaces, mixing separate batches for consistency of material if necessary.

- C.5 Cleaning**
  - 1. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from paving operations.
- C.6 Protection**
  - 1. Protect all gravel from damage due to construction and vehicular traffic until final acceptance.
- D Measurement**
  - 1. The department will measure the Gravel Type 1 by the cubic yard acceptably completed.
- E Payment**
  - 1. The department will pay for the measured quantity at the contract unit price under the following bid item:

Item Number	Description	Unit
SPV.0035.01	Gravel Type 1	CY
  - 2. Payment is full compensation for all the work required under this bid item.

**20. Concrete Benches, Item SPV.0060.04**

- A Description**
  - 1. This section includes but is not limited to the North Landing Benches
- A.1 Related Work**
  - 1. Concrete Masonry
  - 2. Concrete, Sitecast
  - 3. Electrical and Lighting System, General
  - 4. Acrylic Sheets
  - 5. Luminaires
  - 6. Lannon Stone Edging
  - 7. Trestle Landing Decorative Railings
  - 8. Trestle & North Landing Wood Decking
- A.2 Submittals**
  - 1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.
- A.2.1 Concrete mix designs**
  - 1. Submit concrete mix and technical data for each product proposed for the work, identify material sources.
- A.2.2 Certifications**
  - 1. Fabricator's certification from APA or PCI.
- A.2.3 Product Data: provide all of the following:**
  - 1. Complete materials list of items proposed for work identifying materials source.
  - 2. Product Data for admixture, curing compound, retarder, and accessory items.
  - 3. Material certificates for aggregates and reinforcing.
- A.2.4 Samples**
  - 1. Submit the following samples and obtain Architect approval prior to ordering materials:
    - a. Provide material sample of nominal size 12" x 12" x 4", for approval of quality, color, and texture of surface finish. Submit for approval prior to fabrication.

#### **A.2.5 Shop drawings**

1. Submit the following for approval:
  - a. Provide shop drawings of concrete bench showing all dimensions, and integration with electrical, lighting, and acrylic sheet. Indicate formwork materials and methods, and description of finishing technique. Indicate installed relationship to finish gravel, and sub-base conditions.

#### **B Materials**

##### **B.1 Concrete Materials**

1. Portland Cement: ASTM C-150, Type 1 Cement, and natural color. Use only one brand, type, and color from the same mill.
2. Fly Ash: ASTM C618, Grade C.
3. Course Aggregate: ASTM C33 normal weight aggregate free of materials that cause staining of the stone. Color to be warm buff tone. Verify that adequate supply, from one pit or quarry, for each type of aggregate is available for the entire Project.
4. Fine Aggregate: ASTM C33, clean, warm buff tone sand.
5. Water: Clean, potable, clear, and free from deleterious amounts of salts, acids, alkalines, organic materials, oils, detergents, or other matter that may interfere with color, curing, or strength of concrete.
6. Air-entraining Admixture: ASTM C260.
7. High Range Water Reducer: ASTM C494, Type F, and containing no chlorides.

##### **B.2 Formwork**

1. Forms for exposed concrete shall be smooth A-A Plywood to provide a smooth surface finish.
2. Formwork shall be clean, straight, and free of defects and distortion. All forms should be cleaned and treated each time they are used.
3. Forms should be substantially constructed and securely braced so as to maintain position and shape, and resist springing or settling as concrete is placed, and sufficiently tight to prevent leakage of mortar. Form panels to be aligned and tightly abutting for clean appearance of finished concrete.
4. Provide forms with acceptable form-facing materials that are non-reactive with concrete or form release agents and will produce required finish surfaces.
5. Construct and maintain forms to produce site-cast concrete benches of profiles, lines, and dimensions indicated on drawings.
6. Use forms of height equal to full depth of concrete works.

##### **B.3 Reinforcing Materials**

1. Reinforcing Bars: ASTM A 615, Grade 40 or 60, unless otherwise required to meet structural requirements. (Use galvanized reinforcing bars; ASTM A 767, hot-dip galvanized where concrete cover is less than 1-1/2 inches). Reinforcing bars to be epoxy coated.
2. Welded Wire Fabric: ASTM A185, welded, plain, cold-drawn steel wire fabric. Welded wire fabric to be epoxy coated.

##### **B.4 Concrete Mixtures**

1. Use Fly ash in the mix design as a partial replacement for cement, the minimum cement content may be met by considering Portland cement plus fly ash as the total cementitious material. The replacement rate shall be determined from laboratory trial mixes but shall not exceed 40 percent by weight of the total cementitious material.

2. Use the following concrete mixture, calibrated to yield compressive strength of 6000 p.s.i:

Cement:	445 lb/cu yd
Fly Ash:	239 lb/cu yd
Water:	245 lb/cu yd
Water to cementitious ratio:	.36
Sand, SSD	1158 lb/cu yd
1 in. aggregates, SSD	2036 lb/cu yd
Slump	6-1/4 in.
Air Content	5.1%
HRWR (High Range Water Reducer)	73 liq. oz./cu yd
AEA (Air Entraining Agent)	9 liq. oz/cu yd.
Air Temp.	70 °F
Concrete Temp.	73 °F
Fresh Concrete Density	149.4 lb/ft <sup>3</sup>
Hardened Concrete Density, SSD	151.8 lb/ft <sup>3</sup>

3. Obtain approval of Architect for revisions to Concrete Mixture proportions.

## B.5 Fabrication

### 1. General

- a. Fabricate site-cast concrete benches with manufacturing and testing procedures, quality control recommendations, and dimensional tolerances as specified in ACI 533, unless more stringent requirements are shown or specified.
- b. Fabricate benches straight, smooth and true to size and shape, with exposed edges and corners precise and square, unless otherwise indicated. Comply with ACI-533 requirements for measuring, mixing, transporting, and placing concrete. Place facing mix to a thickness equal to or greater than 1 inch or 1.5 times the maximum aggregate size. Place back up concrete to ensure bond with face concrete.
- c. Consolidate concrete using equipment and procedures complying with ACI 533.
- d. Cure concrete in accordance with ACI 533 requirements.
- e. Fabrication Tolerances: Fabricate to tolerances listed in ACI-533.
- f. Coordinate fabrication with acrylic sheet, electrical and lighting equipment by others.

### 2. Reinforcement

- a. Comply with CRSI "Manual of Standard Practice" and ACI 318 recommendations. Reinforce site-cast concrete benches to comply with specified performance criteria.

## B.6 Colors and Finishes

1. Color: Natural color of site-cast concrete to match Architect-approved sample.
2. Site-cast concrete benches to have smooth surface finish free from pockets, sand streaks, and honeycombs. Site-cast concrete benches to have uniform color and texture. Bug-holes are not acceptable.
3. Exposed edges to have 1/8" radius edge.
4. Finish unexposed surfaces of benches by float finish or as-cast form finish.

## C Construction

### C.2 Quality Assurance

1. Furnish field dimensions to fabricator as required.
2. Examine substrates and conditions for compliance with requirements for site-casting, tolerances, and true and level bearing surfaces. Do not proceed with site-casting until unsatisfactory conditions have been corrected.
3. Verify the layout of electrical conduit for built-in lighting within benches before site-casting benches. Do not proceed with site-casting until unsatisfactory conditions have been corrected.

**C.3 Project Conditions**

1. Protect adjacent work.
2. It is the contractor's responsibility to maintain the quality of the concrete during installation in weather where the air temperature is 40 degrees F or below and to incur all costs related to protection during these conditions.

**C.4 Preparation**

1. Base: Spread porous base material and compact in maximum 8" lifts to 95% of the maximum dry density in accordance with ASTM D698 Standard Proctor Method.

**C.5 Installation**

1. Site-cast benches in conformance with locations, geometry, and height above grade indicated by drawings
2. Coordinate site-casting with electrical and gravel work by others.

**C.6 Protection**

1. Protect concrete work from damage due to construction and vehicular traffic until final acceptance.

**C.7 Repair**

1. Repair damaged exposed surfaces of benches to match color, texture, and uniformity of bench. Replace damaged benches when repairs do not meet requirements.

**C.8 Cleaning**

1. Clean exposed surfaces of benches after curing if soiled or stained.
2. Wash and rinse according to architectural precast concrete fabricator's recommendations. Protect other work from damage while cleaning.
3. Do not use cleaning materials or methods that change the appearance of architectural precast concrete finishes. Test clean a small area to verify adequacy and safety of materials and methods.

**D Measurement**

1. The City will measure the Concrete Benches as each individual concrete bench is acceptably completed.

**E Payment**

1. The City will pay for the measured quantity at the contract unit price under the following bid item:

Item Number	Description	Unit
SPV.0060.04	Concrete Benches	Each

**21. Acrylic Sheets, Item SPV.0060.05**

**A Description**

1. This work includes the acrylic surfaces of the benches in the public spaces of the project, and related hardware. Benches are located on the North Landing of the Marsupial Bridge.

**A.1 Related Work**

1. Specification sections pertaining to:
  - a. Concrete, Sitecast
  - b. Electrical and Lighting System, General
  - c. Concrete Benches

d. Luminaires

**A.2 Submittals**

1. Deliver two (2) sets of submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

**A.2.1 Product Data**

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

**A.2.2 Samples**

1. Submit the following samples and obtain Architect approval prior to ordering materials:
  - a. Acrylic Sheet Sample, 12"x 12" minimum indicating proper color and thickness. Sample to be fully finished, showing all fabricated edges and corners. Sample should be finished with proper chamfer on all edges and bead blasting on all surfaces as listed in B.1 Acrylic Sheet.
  - b. One complete set of all attachment hardware, including anchors, screws and neoprene washers.
  - c. "Oxide" finish may be acceptable as substitute for bead blasting. Sample shall be provided for architect approval.

**A.2.3 Shop drawings**

1. Submit the following for approval:
  - a. Provide shop drawings indicating dimensions, edge fabrication, screw holes, fabrication methods, and dimensional relationship to as-built concrete conditions for each bench. Shop drawings are to include a full schedule of material lists, sizes and shapes, including all fasteners.

**A.2.4 Warranty**

The acrylic sheets will have an industry standard warranty for this type of sheeting, beginning on the date of Substantial Completion. A full warranty shall apply for the first year of the period, and a prorated warranty for the last 9 years.

**B Materials**

**B.1 Acrylic Sheet**

1. Acrylic sheet product resisting yellowing.
2. Supply acrylic with all of the following properties:
  - a. Color: Clear.
  - b. Finish: Ease all edges with 3/32" chamfer, measured at a 45-degree angle, (approximately 1/16" measured vertically or horizontally) to be done prior to bead-blasting. Bead-blast all surfaces of acrylic, including both faces and all sides. Bead-blasted finish sample to be approved by architect prior to fabrication.
  - c. Thickness: 1" nominal (approximately 15/16" actual).
  - d. Sheet size: Contractor shall purchase 4' x 8' or 4' x 10' sheets as necessary depending on length of required application. No seaming of materials is allowed. Quantities indicate number of installed pieces.

**B.2 Attachment Hardware**

**B.2.1 Concrete Anchors**

1. To be of the drop-in, shell type featuring an internally threaded, all-steel shell with expansion cone insert and flush embedment lip.

2. Anchors should have the following properties:
  - a. Material: Anchors to be manufactured from 18-8 stainless steel or 316 stainless steel.
  - b. Testing: Anchors should be tested to be ASTM E488 criteria and listed by ICBO and SBCCI.
  - c. Anchor should accept a screw of 1/4" diameter.
  - d. Anchor should embed into concrete a minimum of 1".

#### B.2.2 Screws

1. Screws to be countersunk into acrylic.
2. Screws to have a flat head, two hole "spanner" tamperproof head, or equivalent tamperproof head as approved by architect.
3. Screws to have a 1/4" thread diameter and be manufactured from stainless steel.

#### B.2.3 Neoprene washer

1. To have the following properties:
  - a. Color: Clear
  - b. Diameter: 1"
  - c. Thickness: 5/16" or as required to bring top of acrylic panel into flush alignment with top of adjacent concrete, but not less than 1/4" or greater than 3/8". Verify in field and include in shop drawings for approval by architect.

### C Construction

#### C.1 Storage and Handling

1. Store sheets flat in packaging on pallets out of direct sunlight. Store sheets in locations with low humidity and temperature below 80 degrees F. Cover stored sheets with acrylic sheet manufacturer's approved tarp. Handle material in a manner to prevent damage; do not slide, drag or drop acrylic sheets.

#### C.2 Examination

1. Verify in field prepared openings are in accordance with recommendations of acrylic sheet manufacturer. Verify that openings are correctly sized and within tolerance. Verify that surfaces or recesses are clean, free of obstructions and ready to receive plastic sheet materials.
2. Provide fabricator with exact field measurements of as-built dimensions of concrete substrate.

#### C.3 Fabrication

1. Cut sheets to exact size based on field measurements and shop drawings, with clean edges free of notches. Ease all edges with chamfer as specified in item B.1 Acrylic Sheet - item 1 above. Angle all sides as indicated in drawings. Drill and countersink holes as indicated in drawings. Countersink holes to match selected screws.

#### C.4 Finish

1. Do not perform bead-blasted finish until sheet has been cut to final size, drilled, and edges eased. Remove protective masking just prior to bead-blasting.
2. Bead-blast all surfaces to match architect-approved sample.
3. Bead-blast sheet to a uniform consistency and density across each sheet's surface. Following bead-blasting, provide protection for sheets to prevent scratching or other damage prior to and during final installation.

**C.5 Preparation**

1. Clean contact surfaces with compatible solvent and wipe dry. Clean concrete recesses to clear any debris or obstructions. Confirm that related concrete and electrical work has been completed prior to any acrylic installation.

**C.6 Installation**

1. Acrylic sheet attachment hardware should be configured in accordance with drawings.
2. Install concrete anchors with carbide tipped hammer drill bits made in accordance to ANSI B212.15-1994. Install anchors according to anchor manufacturer's instructions.
3. Install top of anchor flush with face of concrete.
4. Install acrylic sheet in accordance with instructions of acrylic sheet manufacturer. Use only acrylic accessories, adhesives, and fabrication techniques approved by sheet manufacturer.
5. Install top surface of acrylic sheet flush with adjacent concrete surfaces as indicated in drawings (see note B.2.3 Neoprene Washer – Item 3 above).
6. Install acrylic sheet square with concrete substrate below. Do not exceed 1/16" horizontal misalignment of plastic sheet in relation to concrete faces.
7. Screw heads shall be countersunk flush with top surface of acrylic. Pre-drill and countersink all holes in acrylic.

**C.7 Cleaning**

1. Clean acrylic sheet in accordance with instructions of acrylic sheet manufacturer. Use only procedures and cleaning agents approved by the manufacturer.

**C.8 Protection of Finished Work**

1. Tape polyethylene or other approved covering to adjacent concrete to protect acrylic sheet from damage from other construction activities where appropriate. Replace any damaged panels or related fasteners upon completion of work.

**D Measurement**

1. The department will measure the Acrylic Sheet Special as each individual acrylic sheet is acceptably completed.

**E Payment**

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

Item Number	Description	Unit
SPV.0060.05	Acrylic Sheet Special	Each

2. Payment is full compensation for all the work required under this bid item.

**22. Luminaires, Item SPV.0060.06 - SPV.0060.08, SPV.0090.01**

**A Description**

1. The work under these items consists of furnishing and installing luminaires, wiring, supports and outlet boxes per the plans and specifications, and making connections. The work under this item shall conform to Section 659 of the standard specifications and as hereinafter provided.

**B Materials**

**1. TYPE A SPV.0060.06**

**a. Description**

**Recessed Step & Bench Lights:** Recessed wall luminaire constructed of die cast and extruded aluminum with integral wiring compartment. Mounting tabs provided. Enclosure made of one piece die cast aluminum faceplate, 0.125" thick, clear tempered glass with translucent white ceramic coating. Faceplate is secured by two (2) socket head, stainless steel, captive screws threaded into stainless steel inserts in the housing casting. Continuous high temperature O-ring gasket for weather tight operation. Provided with a quantity of nine (9) 1-watt LED's, 12 watt total, -40°C start temperature. Integral 120-volt through 277-volt electronic LED driver. LED board and the driver are mounted on a removable plate for easy replacement. LED color temperature is 3300K. Junction temperature is 80.4°C. All units are suitable for a maximum of four (4) No. 12 AWG conductors (plus ground) suitable for 75°C. Provided with two (2) 1/2" NPT threaded conduit entry locations. U.L. listed, suitable for wet locations and for installation within 3 feet of ground. Suitable for all types of construction including poured concrete. Type non-IC. Protection class: IP 64. Provide a light that meets the above description or an approved equal. Finish to be selected by Architect during shop drawing review prior to final ordering

**b. Basis of Payment**

TYPE A-SPV.0060.06, measured as provided above will be paid at the contract unit price per each, which price will be payment in full for furnishing and installing all materials, including fixtures, lamps, supports, wire, outlet boxes and all necessary hardware and fittings and for all labor, tools, equipment and incidentals necessary to complete the work.

**2. TYPE C SPV.0060.07**

**a. Description**

**Acrylic Bench Lights:** Wet location, vapor-tight enclosed fluorescent strip fixture that is 51 7/16" long, by 7 5/16" wide, by 5" tall. Fixture shall have a hinged and latched diffusion lens comprised of high impact DR acrylic with a smooth exterior and prismatic interior. Finish will be off - white. Fixture will use an aluminum reflector that is coated to resist corrosion and provide maximum reflectance. Unit shall be lamped with two 32 watt T8 fluorescent tubes that deliver a color temperature of 4100 K and 85 CRI. The minimum starting temperature for the ballast will be -20 deg C. Fixture shall have continuous grounding maintained throughout the housing and bracket, as well as a closed cell neoprene gasket that surrounds the housing to repel moisture and dirt. The fixture shall be connected at 240-volt. Provide with universal ballast for 120-volt through 277-volt operation. Provide a light and fixture that meets the above description or an approved equal.

**b. Basis of Payment**

TYPE C-SPV.0060.07, measured as provided above will be paid at the contract unit price per each, which price will be payment in full for furnishing and installing all materials, including fixtures, lamps, supports, wire, outlet boxes and all necessary hardware and fittings and for all labor, tools, equipment and incidentals necessary to complete the work.

**3. TYPE D SPV.0060.08**

**a. Description**

**Recessed Tree Up-lights:** In-ground HID fixture with adjustable field interchangeable reflectors in multiple beam spreads producing optic effects from narrow spot to wide flood. Aim locking (both directions) adjustability while fixture is illuminated. Low heat for walk over direct contact with integral dual lens <131°F/55°C. Finish shall be anodized aluminum. Material body is a Class 1 hard anodized low copper aluminum casting with a 10 year anticorrosion warranty. Screws and anti-theft tabs are Stainless steel. Sleeve is PVC (recycled). Glass is

heat-treated tempered extra clear. Trim is die cast machined aluminum. Collar is Anodized aluminum. In-ground mounting is suitable for direct burial in soil/gravel or cast into concrete. Body is supplied with collar, sleeve and quick disconnect cable for ease of fixture installation and maintenance providing a barrier against moisture wicking into fixture. Fixture to utilize one (1) 39-watt CMH lamp (T-6) with a 120-volt through 277-volt electronic HID ballast. Provide a light and/or fixture that meet the above description or an approved equal.

b. **Basis of Payment**

TYPE D-SPV.0060.08, measured as provided above will be paid at the contract unit price per each, which price will be payment in full for furnishing and installing all materials, including fixtures, lamps, supports, wire, outlet boxes and all necessary hardware and fittings and for all labor, tools, equipment and incidentals necessary to complete the work.

4. **TYPE E SPV.0090.01**

a. **Description**

Trestle Landing Guardrail Lights: For use as exterior lighting. Continuous LED strip light. Constructed of a UV and impact resistant acrylic diffuser, UV resistant plastic housing in silver, Optional stainless steel c-channel for rigidity, high intensity white LEDs (4500° K) as light source. Available in 2', 4', 6', 8' standard lengths with 2' field cuttable pieces. System power is 4.32 watts per linear foot. LED fixtures to operate at 24-volt DC power. Provide fixture with 100-watt remote power supplies with 120-volt through 277-volt input. All 24-volt DC cabling from power supply to fixtures to be #14 AWG furnished by manufacturer as part of complete system. Power supplies to be mounted below Trestle concrete deck as indicated on the drawings. All power supplies to be mounted in a lockable or tamper-proof NEMA 3R enclosure. System to come as complete system from manufacturer including power supplies with enclosures, clips, wire and fixtures. Fixture is MetLabs listed. Complies with UL 1598 and CSAC22.2 No. 250 in Luminaries and Wet listed. Provide a light that meets the above standards or an approved equal.

b. **Basis of Payment**

TYPE E-SPV.0090.01, measured as provided above will be paid at the contract unit price per each, which price will be payment in full for furnishing and installing all materials, including fixtures, lamps, supports, wire, outlet boxes and all necessary hardware and fittings and for all labor, tools, equipment and incidentals necessary to complete the work.

5. **Special Project Warranty Period**

- a. The lighting will have an industry standard warranty for this type of lighting, beginning on the date of Substantial Completion. A full warranty shall apply for the first year of the period, and a prorated warranty for the last 9 years.

6. **Finish; Metal Parts:**

- a. Manufacturer's standard finish applied over corrosion-resistant primer, free of streaks, runs, holidays, stains, blisters, and defects. Remove fixtures showing evidence of corrosion during project warranty period and replace with new fixtures. Provide touchup of scratches in painted surfaces as approved by the lighting designer.

7. **Connections**

- a. The use of rigid or flexible conduit and related wire to connect into the feeder at the adjacent junction box shall be incidental to this item. Flexible conduit shall be liquid-tight and UL Listed for sunlight resistance. Provide malleable iron fittings as appropriate. Wire shall be in accordance with Standard Specification Section 655.2.6.

- b. In addition to the items listed above, the Contractor shall furnish all other items such as splice connectors, tape and other items required to completely install the luminaires.

**C Construction**

1. The luminaires shall be installed as indicated on the plans. The exact locations and final aiming shall be coordinated with the lighting designer and architect.
2. Set units plumb, square, and level with Trestle elements, and walls, railings, structural conditions and secure according to manufacturer's printed instructions and approved shop drawings.
3. Support for Recessed and Semi-recessed Fixtures:
  - a. Installed units are not to be supported from scaffolding or temporary components (i.e. light gauge metal or support system intended for temporary use).
4. Support for Mounted Fixtures:
  - a. Installed units to be mounted securely to structure. Install each fixture properly and safely. Furnish and erect hangers, rods, mounting brackets, supports, and other equipment required.
5. Furnish lighting fixtures complete with appurtenances required for the proper, safe, and distortion free installation in various surfaces in which they appear. Determine surface types from the structural and architectural drawings.
6. Each lighting fixture shall be packaged with complete instructions and illustrations showing how to install. Install lighting fixtures in strict conformance with manufacturer's recommendations and instructions.
7. Proper Installation shall include focusing all framing projectors and wash lights at the direction of the lighting designer or architect. This effort shall take place entirely after dusk.
8. Do not install fixtures and/or parts such that finish plates and trims may be marred until all painting, rough carpentry, and/or finish work has been completed.
9. Support all light fixtures independently of piping or downspouts.
10. Splices to internal wiring shall be made with approved silicon filled wire connectors, suitable for the temperature and voltage conditions to which they are subjected.
11. All wire utilized for connections to or between individual lamps sockets and lamp auxiliaries (i.e. wires which do not constitute "through circuit" wiring suitable for temperature, current, and voltage conditions to which it is subjected.
12. Install reflector cones, baffles aperture plates and decorative elements after completion of painting and general cleanup.
13. Replace blemished, damaged or unsatisfactory fixtures as directed.
14. Inspect each installed fixture for damage. Replace damaged fixtures and components. Replace or repair malfunctioning fixtures and components, then retest. Repeat procedure until all units operate properly. Give advance notice of dates and times for field tests. Provide instruments to make and record test results.
15. At the time of final acceptance by the Owner, all lighting fixtures shall have been thoroughly cleaned with materials and methods recommended by the manufacturers, all broken parts shall have been replaced, and all lamps shall be operative.
16. The Contractor shall be responsible for obtaining from his supplying lighting manufacturers for each type of lighting fixture, a recommended maintenance manual including the items below. These items are to be included in the O&M manual.
  - a. Tools required
  - b. Types of cleaners to be used
  - c. Replacement part identification lists.

**D Method of Measurement**

1. Luminaires will be measured by the unit complete and accepted in place.

**23. Lighting Control Cabinet, Item SPV.0060.09**

**A Description**

1. This work shall consist of furnishing and installing a lighting control cabinet complete with outdoor NEMA 3R rated enclosure, concrete foundation, electrical service grounding electrode system, panelboard, circuit breakers, time clock, wiring and all equipment and materials as shown in the plans or required to provide the client a fully functional lighting system. The cabinet with all of its electrical components, wiring and parts shall be assembled in a neat and orderly fashion. The lighting control cabinet shall comply with all current Wisconsin Electrical Codes and current National Electrical Safety Codes (NEC), City of Milwaukee Street Lighting standards and State of Wisconsin – Department of Transportation Standards. Fully constructed lighting control cabinet shall be UL listed and labeled.
2. Contractor shall refer to the electrical drawing E1.5 for a detail indicating the components to be included. This detail is based upon the City of Milwaukee standards used by Milbank Manufacturing Company to establish a standard of construction and quality level. (contact Tony Beary - C&I Quotations & Technical Support - Milbank Manufacturing, tbeary@milbankmfg.com, Phone (660) 463-0823). Alternate manufacturers are allowed and will be accepted, but the cabinet should come complete with all accessories and equipment as noted on the drawings and in this specification.

**B Materials**

1. **Panelboard**
  - a. The panelboard shall utilize standard circuit breakers in a NEMA 1 enclosure as manufactured by Square D NQ (20" wide x 44" high max.). The panel shall be 120/240 volt, single-phase, 3-wire with a 100-ampere Main Circuit Breaker, 18 circuits total. Provide copper ground and split neutral bus bars in addition to copper bus bars. Provide bolt-on, thermal-magnetic circuit breakers that clearly indicate ON, OFF or TRIPPED position in the panel that are standard type or as indicated on the plans. Meter socket shall conform to WE Energies meter socket requirements and shall be 120V/240V, 200A, ringless with leveraged bypass. Leveraged bypass shall be an enclosure mounted, NEMA 3R external disconnect. Equivalent manufacturers: General Electric (GE), Siemens, Eaton/Cutler-Hammer.
2. **TVSS**
  - a. A surge suppressor shall protect the panelboard. The TVSS shall be powered from a 240V, 30A, 2 Pole circuit breaker. The TVSS shall provide 6 modes of surge protection, meet UL1449 Second Edition with 32KA per phase and 48KA system peak surge current, contain LED line indicators, 5-year warranty, and dimensions of 4.54"Hx2.58"Wx2.22"D. Connect the surge suppressor to the branch circuit breaker as indicated on the plans. The surge arrester shall be equal to Intermatic IG1240RC3.
3. **Field Wiring Termination Strip**
  - a. All connections from the field wiring to equipment in the lighting control cabinet shall be made through termination blocks. Provide channel mount type single terminal blocks that are capable of holding #12 to #1/0 wire for power, neutral and grounding connections (quantity as required on the plans); equal to Square D #GD6. The terminal blocks shall be mounted on a 18" long mounting channel with end anchors and end barriers; equal to Square D #GH130, #GD6B and #GH10, respectively. Each terminal block shall have a label indicating the appropriate circuit number, neutral ('NLT') or ground ('GND') wire connected to block; handwritten numbers and letters are not acceptable means of identification.

4. **Enclosure**
  - a. Provide a NEMA 3R enclosure made from .125" Type 5052-H32 aluminum. The doorframe shall be single flanged. All exterior hardware shall be stainless steel. Door handle shall be stainless steel with single point latching system and hasp. Provide a natural aluminum mounting panel at back (interior) of enclosure. The enclosure shall be factory painted semi-gloss finish, as selected from the RAL chart by the architect, by treating with a three (3) stage iron phosphate coating and dried by radiant heat.
5. **External Disconnect Switch**
  - a. Provide a disconnect switch located on exterior of cabinet as requested by City of Milwaukee. Disconnect switch shall be non-fused and shall be of NEMA 3R construction with HASP cover. Disconnect switch shall be lockable in ON or OFF positions and connected to the main circuit breaker as a leveraged disconnect.
6. **Padlocks**
  - a. Provide Master Lock weather tough series with 2-3/8" wide body and repinnable/replacable cylinder and five keys.
  - b. In addition to the items listed above, the Contractor shall furnish all other items as shown on the plans and required to make the lighting control cabinet complete and operational. Provide insulating bushings to protect conductors entering equipment enclosures.
7. **Lighting Contactor**
  - a. Provide a multi-pole lighting contactor for lighting on/off control. Contactor shall be electrically held with 8-poles for lighting control (4-used, 3-spare). Locate open frame contactor within NEMA 3R Lighting Control Cabinet. Contactor shall be equal to Square D Class 8903-LG80. Equivalent manufacturers: General Electric (GE), Siemens, Eaton/Cutler-Hammer.
8. **Intermatic Time Clock**
  - a. Provide an Intermatic Time Clock, Model ET70115CR. Any other model will be unacceptable.
  - b. After installation is complete coordinate programming of the timer with the City of Milwaukee's Electrical Services Division.

**C Construction**

1. The cables shall be trained in straight horizontal and vertical directions and be parallel next to and adjacent to other cables whenever possible, using cable clamps attached with #10 screw to mounting panel, equal to Panduit CCH series – adhesive type clamps are not allowed. All equipment shall be mounted to panel in enclosure, unless otherwise indicated.
2. Install pin and sleeve receptacle securely to cabinet with stainless steel bolts, washers and nuts. The hub (unused and closed) shall be installed in the down position.
3. Contractor to provide as-built drawings to the City of Milwaukee.

**D Method of Measurement**

1. Lighting Control Cabinet will be measured by the unit, in place and connected for service.

**E Payment**

1. Lighting Control Cabinet, measured as provided above, will be paid at the contract unit price each, which price will be payment in full for excavation, fill, surface restoration, panelboard, switches, enclosure, concrete masonry, grounding and electrical components; and for all labor, tools, equipment and incidentals necessary to complete the work.

## 24. Lighting Pull Boxes, Item SPV.0060.10

### A Description

1. This work shall consist of furnishing and installing in-grade pull boxes at locations as shown on the plans and in accordance with the requirements of the plans, specifications and contract.

### B Materials

1. Lighting pull boxes shall be a composite enclosure of 10" x 15" flared rectangular and 12" depth as shown on the plans. All dimensions indicated are minimums. The composite boxes shall be constructed of polymer concrete and reinforced by a heavy-weave fiberglass as manufactured by Hubbell Power Systems (Quazite). The pull boxes shall be rated for 8,000 lbs. over a 10" x 10" area at a temperature of -50°F. The box shall be furnished with a cover having a "Lighting" logo, skid resistant surface with a minimum coefficient of friction of .5 and concrete gray color. The cover fasteners shall be stainless steel captive 3/8-inch hex head bolts with stainless steel inserts.

### C Construction Methods.

1. Pull boxes shall be installed in accordance with the plan details, locations to be approved by architect.

### D Method of Measurement

1. Lighting Pull boxes will be measured as units each and the quantity measured for payment shall be the number of units completed in place and accepted in accordance with the contract.

### E Payment

1. Lighting Pull Boxes, measured as provided above, will be paid for at the unit price each, which price shall be full compensation for furnishing all materials, including box, cover, course aggregate; for all excavation, backfilling and disposal of surplus material; and for all labor, tools, equipment and incidentals necessary to complete the work.

## 25. Lannon Stone Edging, Item SPV.0090.02

### A Description

1. This section includes but is not limited to Lannon Stone edging in the Public Spaces of the project.

### A.1 Related Work

1. Concrete, Sitecast
2. Gravel Type 1
3. Concrete Benches
4. Trestle & North Landing Wood Decking
5. Boulders
6. Plantings
7. Slip-Resistant Metal Flooring

### A.2 Submittals

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

### A.2.1 Manufacturer's Data

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

**A.2.2 Samples**

1. Submit the following samples and obtain Architect approval prior to ordering materials:
  - a. Lannon Stone Edging

**A.2.3 Field Mock Up**

1. Obtain Architect's approval of edging along west edge of the North Landing. Mockup should use materials, pattern, and joint treatment indicated. Mockup should demonstrate relationship of edging components to adjacent earth and gravel surfaces. Provide range of color, texture and workman-ship to be expected in the completed work. Obtain acceptance of the Architect before completing remainder of edging. Retain mock-up during construction as a standard for edging work. Do not move or destroy mock-up until work is completed.

**A.2.4 Shop Drawings**

1. Submit the following for approval:
  - a. Provide shop drawings to the Architect for review in accordance with the requirements of the Contract Documents.
  - b. Shop drawings for stone areas shall note each and every edging stone, and abutting surfaces.
  - c. Clearly indicate work to be provided by other trades.

**B Materials**

**B.1 Lannon Stone Edging**

1. The stone material specified herein shall be the best quality of its respective kind, and of sound stock, uniform in texture and markings, and free from stains, cracks, seams, discolorations or defects which may impair its strength, durability or appearance. Stone shall be fine to medium grade.
2. Stone shall have the following properties:
  - a. Sizes: Edging: 6" x 36" x 8"
  - b. Finish: Thermal Finish
  - c. Edge Treatment: Sawed
3. Ordering Lead Time: Due to non-standard sizes, stone edging material to be ordered at least six weeks prior to intended installation
4. Edging shall not exceed 1/8" deviation from sizes, profiles and shapes indicated.
5. Variations in true plane of edging elements shall be determined by the use of a four foot long straight edge, applied in any direction on the surface.
6. Consistency: Do not change source of unit edging, setting materials or joint filler during progress of work.
7. Possible Source: Lannon Stone

**C Construction**

**C.1 Examination**

1. Inspect subgrade conditions to determine that it is substantially complete and prepared and that the site is ready for the work of the section. Notify the Architect in writing of any discrepancies or unsatisfactory conditions and do not commence operations until they have been corrected.
2. Verify layout and grades of crushed aggregate and setting bed sub-bases before proceeding with any work. Contractor shall satisfy himself that sub-base is adequate for proper installation of work specified herein.
3. Unit Edging installation shall not commence until pavements have been installed under other sections.

**C.2 Preparation**

1. Upon receiving approval of final staked location, begin work. Establish grade controls, maintaining the required lines, grades, crown, and cross-slopes for each course during edging operations.
2. Coordinate with the work of all other sections separate contracts on the site, including especially the setting of catch basins and other embedded items in edging areas.
3. Cold Weather Protection: Do not use frozen materials or build on frozen subgrade or setting beds. Remove and replace unit edging work damaged by freezing.
4. All packaged materials shall be delivered to the site in original unopened packaging, clearly indicating manufacturer's name, and other identifying information.
5. All materials shall be stored in a dry location off the ground, and in such a manner as to prevent damage or intrusion of foreign matter. All materials which have become damaged or otherwise unfit for use during delivery or storage shall be replaced at the expense of Contractor.

**C.3 Installation - General**

1. Do not use unit edging with chips, cracks, voids, discolorations, other visible defects and defects that might cause staining in finishing work.
2. Plan edging layout ahead so that only full (uncut) pavers are used, unless otherwise indicated by drawings; manipulate joint width over entire length of installation to account for uneven dimensions. For special edging indicated by drawings, cut unit edging with motor driven masonry saw equipment to provide clean, sharp, unchipped edges. Hammer cutting is not acceptable.
3. Cut units to provide pattern indicated and to fit adjoining work neatly.
4. Plan edging layout ahead so that cut edging blocks, wherever possible, are at least 50% of size of uncut edging blocks.
5. Securely bed edging stones in setting bed. Firmly bed and tamp stones to proper finish elevations and lines. Use no concave stones.
6. Do not exceed 1/32" unit-to-unit offset from flush and tolerance of 1/8" in 10' from level or slope as indicated for finished surface of edging.
7. Variations in true plane of edging elements shall be determined by the use of a four foot long straight edge, applied in any direction on the surface.

**C.4 Cleaning**

1. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from edging operations.
2. Sweep edging and wash free of stains, discolorations, dirt, and other foreign material immediately prior to final acceptance.

**C.5 Protection**

1. Protect all edging from damage due to construction and vehicular traffic until final acceptance.

**C.6 Maintenance Material**

1. Provide in full size units, 2% of each type of unit edging (to include all finishes and colors) for the Owner's future maintenance usage.

**D Measurement**

1. The department will measure Lannon Stone Edging by the linear foot acceptably completed.

**E Payment**

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

Item Number	Description	Unit
SPV.0090.01	Lannon Stone Edging	LF

2. Payment is the full compensation for all the work required under this bid item.

**26. Trestle Landing Decorative Railings, Item SPV.0105.01**

**A Description**

1. This section includes the decorative railings, without limitation, at the following locations:
  - a. Trestle Landing

**A.1 Related Work**

1. Staining/Sealing/Finishing
2. Lighting and Electrical
3. Structural Steel
4. Concrete

**A.2 Submittals**

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

**A.2.1 Product data**

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

**A.2.2 Samples**

1. Submit the following samples and obtain Architect approval prior to ordering materials:
  - a. Wood sample, 24"x 4"x 3/4", showing species, grain, finish, edge treatment.
  - b. Stainless Steel Plate and threaded rod sample, showing mill finish
  - c. Stainless Steel Tube/Post sample, showing mill finish
  - c. Stainless Steel Angle sample, showing edge treatment and mill finish.
  - c. Stainless Steel Perforated Panel sample, 12"x 12" showing folded edges.
  - d. One (1) sample of each type of fastening hardware.

**A.2.3 Shop drawings**

1. Submit the following for approval:
  - a. Provide shop drawings of all wood rail and handrail installation, showing all wood shapes, lengths, joints in wood members, gaps between members, attachments, all fastener hole locations, support for lights, conduit and junction boxes, and relationship to the Trestle Landing and to stainless steel supports as shown in construction documents. Shop drawings to include all necessary schedules, material lists and site assembly diagrams.
  - b. Provide shop drawings of all stainless steel posts, rails, and supports, clearly indicating all variations of railing types as shown in architectural drawings. Shop drawings to show all elevations, shapes, sizes, weld joints, fastener hole locations, angles, and supports for lights, conduit and junction boxes as shown in construction documents. Shop drawings to include all necessary schedules, material lists and site assembly diagrams.
  - c. Provide shop drawings of stainless steel perforated panels for Trestle Landing showing schedule of sizes, quantities and elevations. Elevations to indicate orientation and alignment of perforations, relationship to the Trestle Landing, and edge conditions at folds. Shop drawings to include all attachment details and integration with stainless steel post system as shown in construction documents.

**A.2.4 Field Mock-ups**

1. Provide full-scale, 10' long mock-up including two full typical bay of the following railing system:
  - a. Trestle Landing railing system (4'-0" bay).
2. Erect the full-scale mock-ups listed above on site for architect's and engineer's approval. Provide appropriate base condition to which mock-ups shall be attached, architect to provide clarification sketch. Mock-ups to show the following:
  - a. Complete assembly of conditions as described in drawings and specifications.
  - b. Full range of finish/sealant for all materials.
  - c. All attachment and miscellaneous hardware.
  - d. Installation of one lighting fixture and conduit contained within the Trestle Landing railing system the length of mock-up.
  - e. Condition where one perforated metal panel meets another to form a continuous, uninterrupted faceted surface at the exterior face of the guardrail as shown within the drawings.

**B Materials**

**B.1 Wood Rails and Handrails**

1. Species: Ipé (Tabebuia)
2. Provide kiln-dried wood.
3. Provide clear, vertical grain, all heart, completely free from wormholes or knots, cupping and warping.
4. Provide wood railings in shapes and dimensions indicated by Drawings.
5. Trestle Landing slope to be accounted for in fabrication and installation of wood rails and Handrails such that rails and Handrails maintain proper relationship to stainless steel posts, and parallel, tight joints between members as shown in drawings and specifications.

**B.2 Wood Sealant**

1. Use high quality oil based penetrating "spar" varnish with UV inhibitors. Sealant to be exterior grade, fast drying for use on exterior wood surfaces, with good resistance to weather, sunlight and excessive moisture.
2. Varnish to have the following properties:
  - a. Type: Phenolic (oil)
  - b. Sheen: Gloss (80+ @ 60o)
  - c. % Solids: 51% by weight / 44% by volume
  - d. Wt./Gallon: 7.3 lbs
  - e. Flashpoint: 102oF SFCC
  - f. VOC Level: Max 450 g/l (3.75 lbs/gal)
  - g. Thinner: Mineral Spirits
  - h. Clean up: Duosol or Mineral Spirits
  - i. Dry Time: Dust free: 2.0 hours  
Recoat: 18.0 hours  
Use: 24.0 hours
  - j. Recommended Film Thickness  
Dry: 1.0 Mils  
Wet: 2.0 Mils
  - k. Coverage: 400 sqft/gallon
  - l. Color: Clear
3. Carefully prepare wood for sealant application. Use Conventional spray or natural bristle brush applicators. Apply first two coats after initial sizing of material. Apply third coat at completion of project – see C1 Ordering Materials.
4. Do not over-saturate finish, if applied too thick it can peel off. Do not use on decking.

### **B.3 Fasteners**

1. Provide all stainless steel fasteners.
2. Countersink all fasteners as shown in drawings.
3. All exposed bolt connections to utilize finished stainless steel bolts no longer than final bolt length required for tightened nut installation, plus the equivalent of one bolt diameter, preferably less. Field cutting of bolts to remove excess length is not acceptable, and exposed bolt length greater than one bolt diameter is not acceptable.
4. Isolate dissimilar metals with rubber spacers, to be approved by architect and engineer.
5. See drawings for fastener types and sizes.
  - a. For perforated panel attachments: Use truss head 18-8 stainless steel machine screws and nuts, with tamperproof two hole "spanner" heads.
  - b. For wood rail attachments: Use flat head, 18-8 stainless steel machine screws and nuts, with tamperproof Phillips Pin-Head, Socket Pin-Head, or Torx Pin-Head type heads. Countersink into wood.
  - c. For wood handrail attachments: Use flat head, 18-8 stainless steel screws with tamperproof Phillips Pin-Head, Socket Pin-Head, or Torx Pin-Head type heads. Countersink into stainless steel support angles.

### **B.4 Stainless Steel**

1. Handrail assemblies and attachments shall withstand a minimum concentrated load of 200 pounds applied horizontally or vertically down at any point on the top rail.
2. All built-up steel sections to be shop-welded.
3. All steel shapes to be shop-drilled and countersunk for attachment points as indicated by drawings.
4. Coordinate steel shapes with electrical conduit pass-throughs as indicated by drawings.
5. All stainless steel elements to be brought to final shape, including all welding, drilling and easing of edges.

### **B.5 Perforated Metal Panel**

1. Perforated Metal Panel to have the following properties:
  - a. Material: 304 Stainless Steel
  - b. Thickness: .0625"
  - c. Typical Panel Size: 42" wide x 144" long
  - d. Perforation Pattern: perforated with 1/16" diameter holes on 1/8" staggered centers with minimum margins.
2. Drill minimum diameter holes in perforated metal panel as required for attachment points as indicated by drawings.
3. Shop-bend and shop-fold perforated metal panel to profiles indicated by drawings. All perforated metal panels to be shaped and installed with the smooth face (the "punch entry side", or "non burr-side") facing out.
4. Trestle Landing slope to be accounted for in fabrication and installation of panels such that panels maintain proper relationship to stainless steel posts, and parallel, tight joints between panels as shown in drawings.

## **C Construction**

### **C.1 Ordering Material**

1. Stainless Steel:
  - a. Contractor shall order stainless steel shapes at the commencement of the project to allow for sufficient lead-time associated with special orders. Contractor shall verify lead times associated with all ordering of metals.

2. **Wood:**

- a. Contractor shall procure wood, cut to final cross-sectional shapes, and treat with first two applications of spar varnish finish at commencement of project. The wood should then be stored in a protected, covered area. The third and final application of finish to be done at completion of project apply sealant per manufacturer's recommended schedule.

**C.2 Fabrication**

1. Fabricate work to be truly straight and plumb with sizes, shapes, and profiles indicated.
2. Shop-fabricate work to the greatest extent possible.
3. Clearly label pieces in shop to facilitate field assembly.
4. Perform welding in compliance with American Welding Society Code.
5. Choose materials that are smooth and free of blemishes such as pits, roller marks, trade names, scale and roughness.
6. Fabricate work with uniform, hairline tight joints.
7. Form welded joints and seams continuously and grind flush and smooth to be invisible after finishing.

**C.3 Installation**

1. Strictly comply with manufacturer's instructions and recommendations.
2. Provide suitable anchors and fasteners to connect miscellaneous metal items to other construction as shown in drawings.
3. Railing system shall be permanently anchored.
4. Provide setting templates and diagrams and coordinate with other work so that adequate anchor bolts, blocking and bracing is in place and accurately located.
5. Make field assembly and connections with the same level of quality as shop fabricated work.
6. Set work accurately and truly plumb, level and aligned. Note that given the slope of the Trestle Landing, all components of the Marsupial Trestle Stair railing system are to follow the profile of the top of wood decking/concrete landing, and therefore to be perpendicular and parallel to Trestle Landing at every location along the bridge.
7. Maintain allowable variation from true plumb, level, and line of +/- 1/8" in 20'-0".
8. Install and anchor all work to support all loads prescribed by codes.

**C.4 Dissimilar Metals**

1. Any instance of contact between stainless steel and painted steel should be separated with a neoprene or similar elastomeric gasket, to be approved by engineer and architect.

**C.6 Cleaning**

1. As installation is completed, wash thoroughly using clean water and soap; rinse with clean water. Do not use acid solution, steel wool, or other harsh abrasives. If stain remains after washing, remove finish and restore in accordance with NAAMM Metal Finishes Manual.

**C.7 Repair**

1. Remove stained or otherwise defective work and replace with material that meets specification requirements.

**C.8 Wood Railing Installation**

1. Set fasteners flush with wood surfaces but do not crush wood fibers or overdrive fastener.
2. Fasten wood rails to stainless steel support using longest practical board length with minimum 8'-0" length. Create consistent rhythm of spacing across bridge, to be show in shop drawings and approved by architect.
3. Handrail board lengths to be 12' typical, and a minimum of 8' at ends of Trestle Landing.
4. No joints in handrail, except at right angle corners, where splined and glued miter joints are to be provided as shown in construction documents.
5. Use only hardwood splines and exterior grade glue for horizontal and vertical miter joints at handrail.
6. Pre-drill holes in boards to reduce splitting. Evenly space and center bolts on finished width. Countersink holes in wood and stainless steel as shown in drawings.
7. Seal ends immediately after cutting. Apply final seal to wood upon installation with specified sealant. Do not over-apply sealant.

**D Measurement**

1. The department will measure the Trestle Landing Decorative Railings as a single lump sum unit for each railing acceptably completed.

**E Payment**

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

Item Number	Description	Unit
SPV.0105.01	Trestle Landing Decorative Railings	LS

2. Payment is full compensation for all the work required under this bid item.

**27. East Stair Decorative Railings, Item SPV.0105.02; West Stair Decorative Railings, Item SPV.0105.03**

**A Description**

This section includes the decorative railings, without limitation, at the following locations:

- a. East Trestle Stair
- b. West Trestle Stair

**A.1 Related Work**

1. Concrete, Sitecast
2. Structural Steel

**A.2 Submittals**

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

**A.2.1 Product data**

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

### **A.2.2 Samples**

1. Submit the following samples and obtain Architect approval prior to ordering materials:
  - a. Stainless Steel Angle/Post sample, showing edge treatment and mill finish
  - b. Stainless Steel Angle sample, 8"x 4"x 1/4", showing edge treatment and mill finish.
  - c. Stainless Steel Handrail Bracket sample, showing edge treatment and mill finish.
  - d. Stainless Steel Handrail Tube, showing edge treatment and mill finish.
  - e. One (1) sample of each type of fastening hardware.

### **A.2.3 Shop drawings**

1. Submit the following for approval:
  - a. Provide shop drawings of all stainless steel posts, rails, and supports, clearly indicating all variations of railing types as shown in architectural drawings. Shop drawings to show all elevations, shapes, sizes, weld joints, fastener hole locations. Shop drawings to include all necessary schedules, material lists and site assembly diagrams.

### **A.2.4 Field Mock-ups**

1. Provide full-scale, 6' long mock-up including one full typical bay of the following railing system:
  - a. East/West Stair railing system (~4'-0" bay)
2. Erect the full-scale mock-ups listed above on site for architect's and engineer's approval. Provide appropriate base condition to which mock-ups shall be attached, architect to provide clarification sketch. Mock-ups to show the following:
  - a. Complete assembly of conditions as described in drawings and specifications.
  - b. Full range of finish for all materials.
  - c. All attachment and miscellaneous hardware.

## **B Materials**

### **B.1 Stainless Steel**

1. Handrail assemblies and attachments shall withstand a minimum concentrated load of 200 pounds applied horizontally or vertically down at any point on the top rail.
2. All built-up steel sections to be shop-welded.
3. All steel shapes to be shop-drilled and countersunk for attachment points as indicated by drawings.
4. Coordinate steel shapes with electrical conduit pass-throughs as indicated by drawings.
5. All stainless steel elements to be brought to final shape, including all welding, drilling and easing of edges.

### **B.2 Fasteners:**

1. Provide all stainless steel fasteners.
2. Countersink all fasteners as shown in drawings.
3. All exposed bolt connections to utilize finished stainless steel bolts no longer than final bolt length required for tightened nut installation, plus the equivalent of one bolt diameter, preferably less. Field cutting of bolts to remove excess length is not acceptable, and exposed bolt length greater than one bolt diameter is not acceptable.
4. Isolate dissimilar metals with rubber spacers, to be approved by architect and engineer.
5. See drawings for fastener types and sizes.

**C Construction**

**C.1 Ordering Material**

1. **Stainless Steel:** Contractor shall order stainless steel shapes at the commencement of the project to allow for sufficient lead-time associated with special orders. Contractor shall verify lead times associated with all ordering of metals.

**C.2 Fabrication**

1. Fabricate work to be truly straight and plumb with sizes, shapes, and profiles indicated.
2. Shop-fabricate work to the greatest extent possible.
3. Clearly label pieces in shop to facilitate field assembly.
4. Perform welding in compliance with American Welding Society Code.
5. Choose materials that are smooth and free of blemishes such as pits, roller marks, trade names, scale and roughness.
6. Fabricate work with uniform, hairline tight joints.
7. Form welded joints and seams continuously and grind flush and smooth to be invisible after finishing.

**C.3 Installation**

1. Strictly comply with manufacturer's instructions and recommendations.
2. Provide suitable anchors and fasteners to connect miscellaneous metal items to other construction as shown in drawings.
3. Railing system shall be permanently anchored.
4. Provide setting templates and diagrams and coordinate with other work so that adequate anchor bolts, blocking and bracing is in place and accurately located.
5. Make field assembly and connections with the same level of quality as shop fabricated work.
6. Set work accurately and truly plumb, level and aligned. Note that given the slope of the Trestle, all components of the Trestle Landing railing system are to follow the slope of the top of bridge concrete, and therefore to be perpendicular and parallel to trestle at every location along the Trestle Landing.
7. Maintain allowable variation from true plumb, level, and line of  $\pm 1/8"$  in 20'-0".
8. Install and anchor all work to support all loads prescribed by codes.

**C.4 Dissimilar Metals**

1. Any instance of contact between stainless steel and painted steel should be separated with a neoprene or similar elastomeric gasket, to be approved by engineer and architect.

**C.6 Cleaning**

1. As installation is completed, wash thoroughly using clean water and soap; rinse with clean water. Do not use acid solution, steel wool, or other harsh abrasives. If stain remains after washing, remove finish and restore in accordance with NAAMM Metal Finishes Manual.

**C.7 Repair**

1. Remove stained or otherwise defective work and replace with material that meets specification requirements.

**D Measurement**

1. The department will measure the Decorative Railings Special as a single lump sum unit for each railing acceptably completed.

**E Payment**

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

Item Number	Description	Unit
SPV.0105.02	East Stair Decorative Railings	LS
SPV.0105.03	West Stair Decorative Railings	LS

2. Payment is full compensation for all the work required under this bid item.

**28. Trestle & North Landing Wood Decking, Item SPV.0105.04**

**A Description**

1. This section includes, without limitation:
  - a. Exterior wood decking, located on the Trestle Landing.
  - b. Exterior wood decking, located at North Landing.
  - c. Wood sleepers below wood decking.

**A.1 Related Work**

1. Staining/Sealing
2. Decorative Handrails
3. Lighting and Electrical
4. Concrete and Expansion joints.

**A.2 Submittals**

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

**A.2.1 Product data**

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

**A.2.2 Samples**

1. Submit the following samples and obtain Architect approval prior to ordering materials:
  - a. Wood Decking Type 1 Sample, 24"x 7-1/4"x 1-1/2" actual size, fully finished.

**B Materials**

**B.1 Exterior Wood Decking**

1. Provide lumber, species: Ipe (Tabebuia Spp. Lapacho Group, also known as "Iron Wood"), First One Face (F1F), all heart.
2. Supply wood with one Premium Selected face and two Premium Selected edges. Ease edges to a radius of 1/8". Lumber shall be straight grained and parallel cut without heart center, no sapwood allowed. Lumber shall be free from wormholes or knots, cupping and warping.
3. Provide partially air dried to a moisture content of 15% - 25%.
4. Provide wood at plus or minus .06" in both width and thickness, measure at 30% moisture content.

5. All wood specified in actual dimensions (Finish Thickness x Finished Width x Finished Length).
  - a. Trestle Landing: 1-1/2"x 7-1/4"x (depending upon location, approx. 6'-0" to 9'-0" to span entire width of Trestle Landing Wood Decking without any breaks/staggering)
  - b. Sloped Trestle Landing: 1-1/2"x 7-1/4"x (using longest practical board length with 8'-0" length minimum and staggered joints)
  - c. North Landing: 1-1/2"x 7-1/4"x (approx. 4'-0" to 6'-6", depending upon location of Bench Type A in relation to edge of N. Landing concrete slab-on-grade)
6. End coating: All wood to be supplied with the end sealed with Mobil CER-M, or equal aqueous wax log end sealer.

## B.2 Fasteners

1. Countersink all fasteners, and pre-drill and countersink all holes.
2. For Trestle Wood Decking Type 1 Attachment: Use flat head, countersunk 18-8 stainless steel screws with tamperproof heads.
3. All exposed bolt connections to utilize finished stainless steel bolts no longer than final bolt length required for tightened nut installation, plus the equivalent of one bolt diameter, (preferably less). Field cutting of bolts to remove excess length is not acceptable, and exposed bolt length greater than one bolt diameter is not acceptable.

## B.3 Sealant:

1. Use high quality transparent penetrating oil based sealer with UV inhibitors.
2. Do not use the Sikkens 3-step process, it will peel. Sikkens-SRD 1-step can be used.
3. Possible Sources for sealant:

Penofin	1-800-736-6346. <a href="http://www.penofin.com">www.penofin.com</a>
Superdeck	1-800-825-5382. <a href="http://www.superdeck.com">www.superdeck.com</a>
Messmers UV Plus	1-800-731-3669. <a href="http://www.messmer.com">www.messmer.com</a>
Cabot's Timber Oil	1-800-877-8246. <a href="http://www.cabotstain.com">www.cabotstain.com</a>

## B.4 Wood Sleepers

1. Provide APA trademarked, Exterior grade, performance rated sleeper material with dimensions specified in the drawings.
2. Decay treated: For all wood sleepers, provide wood pressure treated with water borne preservatives complying with AWPB LP-2 and AWPA C2. Dry lumber to maximum moisture content of 19% after treatment.

## B.5 Slip-Resistant Stainless Steel Stair Nosing

1. Slip-Resistant Stair Nosings are to be attached to the wood step at the bottom of the east stairway, and the wood step at the top of the west stairway where the ramp transitions in to stairs. See architectural drawings for more information.
2. Provide Slip-Resistant Stainless Steel Stair Nosing, with the following properties:
  - a. Type: Stainless Steel Angle Nosing
  - b. Thickness: 3/16". Sizes vary in length and width, as indicated on drawings.
  - c. Surface Texture: Grade 2 – Medium surface
  - d. Surface: Stainless Steel
  - e. Surface Hardness: Rockwell C Scale, ASTM C 633: Min of 4,000 psi.
  - f. Coefficient of Friction: Min of 0.6.
  - g. Installation: Nosings should be provided with holes for countersunk fastening. Wood treads to which Slip-Resistant Stainless Steel Nosings will be attached, are to be routed for a flush fit per architectural drawings.
  - h. Size: As indicated by drawings.

**C Construction**

**C.1 Storage, Delivery, and Handling**

1. Store material out of direct sunlight and allow wood to acclimate and stabilize to the installation environment humidity levels before installation. Stack material with evenly spaced sticks between each layer of boards, to promote proper drying and reduce the possibility of water stains. Package wood bundles of equal length pieces not to exceed 1200 lbs each. Individually strap bundles using the highest strength nylon strapping available with a minimum of 4 straps per bundle to eliminate the possibility of strap stain. Clearly mark crates as Ipe, Iron Wood, with Order and Crate number, and protect product from UV and water discoloration. Protect against fork lift and transportation damage.

**C.2 Installation**

1. Trestle Landing Wood Decking and Structure to be installed only after Trees along Trestle Landing have been planted.
2. Choose wood sleepers to eliminate split, warped and twisted members.
3. Securely anchor sleepers to substrates and structure to support applied work and loads. See drawings for sleeper fastener types and spacing.
4. At Trestle Landing, span sleepers from the center lines of structure below to minimize removal of wood decking and cutting of sleepers below for tree replacement.
5. Use premium carbide tipped sawblades and high quality drill bits for smooth cuts.
6. Seal decking ends immediately after cutting. Seal wood upon installation with oil based sealer with pigmentation and UV inhibitor. Do not over-apply sealers.
7. Install wood decking with Premium Selected face up and allowing a 1/16" gap between deck boards to aid in air circulation and drainage.
8. Due to density, pre-drill and countersink boards for fasteners.
9. Countersink stainless steel screws, locate holes in uninterrupted straight lines, both longitudinally and transversely.
10. Set nails/screws flush with wood surfaces but do not crush wood fibers or overdrive nails/screws.

**D Measurement**

1. The department will measure the Trestle Landing Wood Decking as a single lump sum unit for each wood decking acceptably completed.

**E Payment**

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

Item Number	Description	Unit
SPV.0105.04	Trestle Landing Wood Decking	LS

2. Payment is full compensation for all the work required under this bid item.

**29. Boulders, Item SPV.0105.05**

**A Description**

1. This special provision describes the Boulders to be set into the field of gravel at the South Landing and North Landing.

**A.1 Related Work**

1. Concrete, Sitecast
2. Gravel Type 1
3. Concrete Benches
4. Lannon Stone Edging

**A.2 Submittals**

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

**A.2.1 Manufacturer's Data**

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

**A.2.2 Boulder Selection Review**

1. Selection of particular boulders, within the parameters of this specification, to be reviewed by Architect, through photographs or personal inspection, at Architect's discretion.
2. Do not order boulders until Architect's approval has been obtained.

**B Materials**

**B.1 Boulders**

1. Common Name: Baraboo Quartzite
2. Coloration: Varies from pink through maroon to darkish purple.
3. Sizes: Provide listed amounts of the following approximate sizes at North Landing:
  - a. 25,000 lbs., Qty: 1
  - b. 12,000 lbs., Qty: 1
  - c. 2,000 lbs., Qty: 4
  - d. 1,000 lbs., Qty: 3

**C Construction**

**C.1 Project Conditions**

1. Deliver and install boulders prior to beginning of concrete slab construction, so as to prevent damage to concrete work.
2. Deliver and install Boulders prior to installation of Gravel Type 1.
3. Coordinate with the work of all other sections separate contracts on the site, including especially Lannon stone edging, and the setting of concrete batch basins, benches and other embedded items in paving area.
4. Coordinate work with existing fixtures under the Holton Street Viaduct to provide accent lighting on large boulders.
5. Cold Weather Protection: Do not use frozen materials or build on frozen sub-grade.

**C.2 Preparation**

1. Verify layout and grades of earth substrate before proceeding with any work. Contractor shall satisfy himself that sub-base installed is adequate for proper installation of work specified herein.
2. Verify that earth is sufficiently compact for stable installation of boulders.

**C.3 Installation**

1. Precise boulder placement to conform to clarification sketch to be provided by Architect or Landscape Architect on-site, upon delivery and inspection of boulders.
2. Upon receiving approval of final marked location, begin work.
3. Dig out hole in earth beneath each boulder to receive approximately 1/3 of boulder's height.
4. Embed boulder in hole by backfilling with compacted earth.

**C.4 Cleaning**

1. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment.

**D Measurement**

1. The department will measure the Boulders as a single lump sum unit.

**E Payment**

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

Item Number	Description	Unit
SPV.0105.05	Boulders	LS

2. Payment is full compensation for all the work required under this bid item.

**30. Plantings, Item SPV.0060.14 - SPV.0060.16 / SPV.0165.01, SPV.0165.02**

**A Description**

1. This section includes, without limitation:
  - a. Site preparation and Plantings at North Landing & Slope
  - b. Site preparation and Plantings at East and West Trestle Stair
  - c. Site preparation and Plantings at Trestle Landing
2. The work under these items includes furnishing and installing Trees, Grasses, Seed Mixes and Sod per the plans and specifications. The work under these items shall conform to section 632 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.
3. It is the CONTRACTOR's responsibility to confirm availability, order, purchase, deliver, and install said plant material complete. The CONTRACTOR shall provide all plant material shown, whether owner supplied or not. Coordinate with the Owner's Representative to identify substitutions as specified herein for plant material that may not be readily available.

**A.1 Related Work**

1. Concrete and Paving
2. Decorative Handrails
3. Lighting and Electrical

**A.2 Submittals**

1. Deliver two (2) sets of submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

**A.2.1 Product Data**

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

**A.2.2 Samples**

1. Submit the following samples and obtain Architect approval prior to ordering materials.
  - a. One small bag (approx. 5 lbs.) Crushed Aggregate for North Landing slope

**B Materials**

1. **TYPE A SPV.0060.14**

- a. Name: Quaking Aspen (*Populus tremuloides*)  
Quantity: 8 Each  
Sizing/Selection: approx. 2" caliper  
approx. 12' height.  
Balled and Burlapped

b. Basis of Payment

Planting TYPE A SPV.0060.14, measured as provided above, will be paid for at the unit price each, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment and incidentals necessary to complete the work.

2. **TYPE B SPV.0060.15**

- a. Name: Feather Reed Grass (*Calamagrostis x acutiflora 'stricta'*)  
Quantity: 14 Each  
Sizing/Selection: 3-Gallon Pot

b. Basis of Payment

Planting TYPE B SPV.0060.15, measured as provided above, will be paid for at the unit price each, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment and incidentals necessary to complete the work.

3. **TYPE C SPV.0060.16**

- a. Name: Blue Avena Grass (*Helictotrichon sempervirens*)  
Quantity: 5 Each  
Sizing/Selection: 1-Gallon Pot

b. Basis of Payment

Planting TYPE C SPV.0060.16, measured as provided above, will be paid for at the unit price each, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment and incidentals necessary to complete the work.

4. TYPE D, E & F SPV.0165.01

d. Name: Prairie Mix D  
Quantity: 6000 SF  
Mixture info:

Key	Common Name	Species	%	Quantity	Unit
D	<b>Prairie Mix D (See Below)</b>		<b>100.00%</b>	<b>6000</b>	<b>SF</b>
	Butterfly Milkweed	Asclepias tuberosa	11.50%	690	
	Wild Lupine	Lupinus perennis	11.50%	690	
	Prairie Phlox	Phlox pilosa	8.50%	510	
	Prairie Drop Seed	Sporobolus heterolepis	7.50%	450	
	Heart-Leaved Golden Alexander	Zizia aptera	6.50%	390	
	Pale Purple Coneflower	Echinacea pallida	5.50%	330	
	Purple Coneflower	Echinacea purpurea	5.50%	330	
	Rough Blazing Star	Liatris aspera	5.50%	330	
	Beard Tongue	Penstemon digitalis	5.50%	330	
	Little Blue Stem	Schizachyrium scoparium	5.50%	330	
	Sand Coreopsis	Coreopsis lanceolata	4.50%	270	
	Showy Goldenrod	Solidago speciosa	4.50%	270	
	Wild Columbine	Aquilegia canadensis	3.00%	180	
	Sky Blue Aster	Aster azureus	3.00%	180	
	Purple Prairie Clover	Dalea purpurea	3.00%	180	
	Flowering Spurge	Euphorbia corollata	3.00%	180	
	Spiderwort	Tradescantia ohiensis	3.00%	180	
	Thimbleweed	Anemone cylindracea	1.50%	90	
	Prairie Smoke	Geum triflorum	1.50%	90	

e. Name: Prairie Mix E  
Quantity: 375 SF  
Mixture info:

Key	Common Name	Species	%	Quantity	Unit
E	<b>Prairie Mix E (See Below)</b>		<b>100.00%</b>	<b>375</b>	<b>SF</b>
	Thimbleweed	Anemone cylindracea	8.33%	31	
	Foamflower	Tiarella cordifolia	8.33%	31	
	Labrador Violet	Viola labradorica	8.33%	31	
	Jacob's Ladder	Polemonium reptans	8.33%	31	
	Wild Geranium	Geranium maculatum	8.33%	31	
	Sweet Joe Pye Weed	Eupatorium purpureum	8.33%	31	
	Red Baneberry	Actaea rubra	8.33%	31	
	Wild Columbine	Aquilegia canadensis	8.33%	31	
	Wild Ginger	Asarum canadense	8.33%	31	
	White Woodland Aster	Aster divaricatus	8.33%	31	
	Arrow-Leaved Aster	Aster saggitifolius	8.33%	31	
	Virginia Wild Rye	Elymus virginicus	8.33%	31	

f. Name: Prairie Mix F  
Quantity: 1600 SF  
Mixture info:

Key	Common Name	Species	%	Quantity	Unit
F	<b>Prairie Mix F (See Below)</b>		<b>100.00%</b>	<b>1600</b>	<b>SF</b>
	Thimbleweed	Anemone cylindracea	14.29%	229	
	Foamflower	Tiarella cordifolia	14.29%	229	
	Labrador Violet	Viola labradorica	14.29%	229	
	Sweet Joe Pye Weed	Eupatorium purpureum	14.29%	229	
	Red Baneberry	Actaea rubra	14.29%	229	
	White Woodland Aster	Aster divaricatus	14.29%	229	
	Arrow-Leaved Aster	Aster saggitifolius	14.29%	229	

b. Basis of Payment

Planting TYPES D,E & F SPV.0165.01, measured as provided above, will be paid for at the unit price SF, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment and incidentals necessary to complete the work.

5. TYPE G SPV.0165.02

- a. Name: Turfgrass Sod  
Quantity: 1850 SF  
Selection: Turfgrass should be locally grown Kentucky Bluegrass blended sod.  
Turfgrass shall be of good quality, free of weeds, disease and insects and of good color and density.

b. Basis of Payment

Planting TYPE G SPV.0165.02, measured as provided above, will be paid for at the unit price SF, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment and incidentals necessary to complete the work.

**31. Slip-Resistant Metal Flooring, Item SPV.0165.05**

**A Description**

1. This special provision describes the Slip-Resistant Metal Flooring at the North Landing to be replaced due to damage.

**A.1 Related Work**

1. Concrete Paving, Benches, and Curbs  
2. Concrete

**A.2 Submittals**

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

**A.2.1 Product data**

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

**A.2.2 Samples**

1. Submit the following samples and obtain Architect approval prior to ordering materials:
- a. Slip-Resistant Plate: 12" x 12" x 3/16", showing finish, color, texture, edge treatment.  
b. Polyurethane Sealant: Sample showing color and texture.

**A.2.3 Shop Drawings**

1. Submit the following for approval:
2. Submit shop drawings to the Architect for review in accordance with the requirements of the Contract Documents.
3. Shop drawings for metal plate pavement areas shall provide as-built information of concrete paving surfaces beneath and adjacent to slip-resistant paving, and show cross-sectional relationship of metal plate and concrete support beneath as well as abutting surfaces. Shop drawings will show a full material schedule, and note each and every paver, abutting surfaces and full range of sizes. Shop drawings will indicate material finish, control and expansion joints, pattern and joint treatment, as well as any finish treatment necessary at perimeter edges.

4. Clearly indicate work to be provided by other trades.

#### **A.2.4 Field Mock-up**

1. Prior to installation of metal plate pavement, fabricate a separate mockup of the installation. Mockup should use slip-resistant metal plate, concrete substrate, epoxy mortar, and polyurethane sealant to be used in actual installation. Mockup should include at least one 12" x 30" panel, a typical control joint between metal plates, a typical expansion joint between metal plate and adjacent concrete paving, and typical epoxy filled hole in plate. Obtain acceptance of the Architect before actual start of metal plate installation. Retain mock-up during construction as a standard for metal plate work. Do not move or destroy mock-up until work is completed.

### **B Materials**

#### **B.1 Slip-Resistant Metal Flooring**

1. Item SPV.0165.01: Plate of Steel Hot Dipped Galvanized, with the following properties:
  - a. Type: Anti-slip, non-gritted steel surface on steel substrate.
  - b. Thickness: 3/16". Sizes vary in length and width, as indicated on drawings.
  - c. Surface Texture: Grade 2 – Medium surface
  - d. Surface: All metal plasma stream deposition process bonds surface to substrate. Anti-slip primarily martensitic steel surface consisting of a random hatch matrix.
  - e. Surface Hardness: Rockwell C Scale, ASTM C 633: Min of 4,000 psi.
  - f. Coefficient of Friction: Min of 0.6.
  - g. Plate edges to be eased smooth.
  - h. Size: As indicated by drawings.
2. Variations in true plane of paving elements shall be determined by the use of an eight-foot long straight edge, applied in any direction on the surface.
3. Plates shall not exceed 1/8" deviation from sizes, profiles and shapes indicated on drawings.

#### **B.2 Factory-Applied Finishes – Hot Dip Zinc: Galvanized**

1. Galvanize according to factory specifications.
2. Pickled in Heated Sulfuric Acid Solution: Max of 3 minutes immersion of slip resistant metal fabrications when pickled in a heated sulfuric acid solution.
3. Pickled in Hydrochloric Acid Solution: Max of 10 minutes immersion, with ambient temperature, of slip resistant metal fabrications when pickled in a hydrochloric acid solution.

#### **B.3 Epoxy Resin Mortar**

1. Mortar used to fix Slip-Resistant Plate to Concrete Slab base. (Sikadur 23, Lo-Mod Gel, as manufactured by Sika Corporation, will be considered to meet the requirements of this specification.) Epoxy Resin Mortar (epoxy resin/aggregate\* = 1/1 by loose volume) to have all of the following properties:
  - a. Compressive Properties (ASTM D-695) at 28 days  
Compressive strength: 6100 psi min.  
Modulus of Elasticity: 1.34 x 10<sup>5</sup> psi min.
  - b. Tensile Properties (ASTM D-638) at 14 days  
Tensile Strength: 2050 psi min.  
Elongation at Break: 0.85% min.  
Modulus of Elasticity: 5.2 x 10<sup>5</sup> psi min.
  - c. Flexural Properties (ASTM D-790) at 14 days  
Flexural Strength (Modulus of Rupture): 3300 psi min.  
Tangent Modulus of Elasticity in Bending: 5.8 x 10<sup>5</sup> psi.
  - d. Shear Strength (ASTM D-732) at days: 2800 psi min.  
\* Note: Aggregate used shall conform to ASTM C-190.
2. Color: concrete gray

#### B.4 Polyurethane Sealant

1. Sealant to be used at control joints between Slip-Resistant Plates, and joints between Slip-Resistant Plate and Concrete Paving Surfaces, and between horizontal Slip-Resistant Plates and vertical Slip-Resistant Plates.
2. Joint sealant shall be a one-component, gun-grade, polyurethane base material. It shall be applicable in horizontal and vertical joints. The sealant shall cure under the influence of atmospheric moisture to form an elastomeric substance. (Sikaflex -1a, as manufactured by Sika Corporation, is considered to conform to the requirements of this specification).
3. Properties of the uncured polyurethane sealant to include all of the following:
  - a. Initial Cure (Tack-Free Time): TT-S-00230C – 4 hours –7 days
  - b. Consistency: non-sag
  - c. Color: Match to Metal Plate with Standard Color
4. Properties of the cured polyurethane sealant to include the following:
  - a. Tensile Properties (ASTM D-412) at 21 days
  - b. Tensile Stress: 200-psi min. (1.37 MPa)
  - c. Elongation at Break: 500%
  - d. Modulus of Elasticity

25%	35 psi (0.24 MPa)
50%	60 psi (0.41 MPa)
100%	85 psi (0.59 MPa)
  - e. Shore A Hardness (ASTM D-2240) at 21 days: 40+/-5
  - f. Tear Strength (ASTM D-624) at 21 days: 50 lb./in.
  - g. Adhesion in Peel (TT-S-00230C, ASTM C 794)  
Concrete: 20 lb. min. – 0% Adhesion Loss  
Aluminum: 20 lb. min. – 0% Adhesion Loss  
Glass: 20 lb. min. – 0% Adhesion Loss
  - h. Service Range: -40° to 170°F.
  - i. The sealant shall conform to Federal Specification TT-S-00230C, Type II, Class A.
  - j. The sealant shall conform to ASTM C-920, Type S, Grade NS, Class 25.
  - k. The sealant must comply with ANSI Standard 61 (NSF Approval) for use in contact with potable water.
  - l. The sealant shall be non-staining.

#### C Construction

##### C.1 Project Conditions

1. Inspect subgrade conditions to determine that it is substantially complete and prepared and that the site is ready for the work of the section. Notify the Architect in writing of any discrepancies or unsatisfactory conditions and do not commence operations until they have been corrected.
2. Coordinate with the work of all other sections separate contracts on the site, including especially concrete walls, benches and pavement.
3. Cold Weather Protection: Do not use frozen materials or build on frozen substrate. Remove and replace Slip-Resistant Plate work damaged by freezing.

##### C.2 Delivery, Storage, and Handling

1. Deliver all packaged materials to the site in original unopened packaging clearly indicating manufacturer's name, brand name, and other identifying information.
2. Store all materials in a dry location off the ground, and in such a manner as to prevent damage or intrusion of foreign matter. All materials that have become damaged or unfit for use during delivery or storage shall be replaced at the expense of the Contractor.
3. Condition the specified product as recommended by the manufacturer.

### **C.3 Preparation**

1. Verify layout and grades of concrete substrate before proceeding with any work. Verify that concrete substrate has proper height in relation to adjacent concrete pavement, and has proper expansion joints with these surfaces as indicated by drawings. Contractor shall satisfy himself that substrate installed is adequate for proper installation of work specified herein.
2. Do not commence Slip-Resistant Plate Installation until adjacent walls, benches and pavements have been installed under other sections.
3. Surface of concrete substrate must be clean and sound, and free of standing water. Remove dust, laitance, grease, curing compounds, impregnations, waxes, foreign particles, and disintegrated materials.
4. Concrete substrate should be cleaned and prepared to achieve a laitance and contaminant-free, open textured surface by blast-cleaning or equivalent mechanical means.
5. Slip-Resistant Plate should be cleaned and prepared thoroughly before installation. The bottom and side surface of each plate to be degreased, treated with an emery cloth, and degreased again.

### **C.4 Mixing and Application of Epoxy Resin Mortar**

1. Upon receiving approval for final location, begin work. Establish grade controls, maintaining the required lines, grades, crown and cross-slopes for each plate during paving operations.
2. Mix epoxy resin mortar according to manufacturer's recommendations
3. Apply epoxy resin mortar to concrete substrate using a hand trowel, and according to manufacturer's recommendations.
4. Adhere to all cautions and limitations for the epoxy resin mortar in the manufacturer's current literature, including product data sheets and material safety data sheets.
5. Protect adjacent concrete paving surfaces and expansion joints from spillover and staining from epoxy resin mortar.

### **C.5 Installation of Slip-Resistant Flooring In Mortar**

1. Do not use Slip-Resistant Plate with discolorations, or other visible defects that might cause staining in finished work.
2. Slip-Resistant Flooring pattern as shown on drawings. Each plate will have two 1/2" diameter holes for hot dip galvanizing, holes should be placed in same orientation within each field of paving, and should be filled with epoxy resin mortar flush with top of panel.
3. Securely bed paving plate in mortar bed. Firmly bed plate to proper finish elevations and lines. Pitch surfaces to drain leaving no ponded areas when flooded with water. Use no concave plate. Care should be taken not to allow epoxy resin mortar on top of plate. Any such instance should be removed and cleaned immediately.
4. Do not exceed 1/32" unit-to-adjacent surface offset from flush and tolerance of 1/8" in 10' from level or slope as indicated for finished surface of paving.
5. Lightly tool mortar joints.
6. Tool out expansion joints at edge of adjacent concrete paving completely.

### **C.6 Surface preparation for Polyurethane Sealant**

1. The joints and adjacent substrates must be clean, dry, sound and free of surface contaminants. Remove all traces of dust, laitance, grease, oils, curing compounds, form release agents and foreign particles by mechanical means, i.e. — sandblasting, etc., as approved by the architect. Blow joint free of dust using compressed air line equipped with an oil trap.

**C.7 Mixing and Application of Polyurethane Sealant**

1. Prime substrate as required based upon the recommendations of the manufacturer of the specified product, when field testing indicates need, as approved by engineer.
2. Install approved backer rod or bond breaker tape in all joints subject to thermal movement to prevent three-sided bonding and to set the depth of the sealant at a maximum of ½ in., measured at the center point of the joint width. Approval of the backer rod or bond breaker tape shall be made by the architect.
3. Joints shall be masked to prevent discoloration or application on adjacent paving surfaces. If masking tape is used, it shall not be removed before tooling, yet must be removed before the initial cure of the sealant. Do not apply the masking tape until just prior to sealant application.
4. Install sealant into the prepared joints when the joint is at the mid-point of its expansion and contraction cycle. Place the nozzle of the gun, either hand, air, or electric powered, into the bottom of the joint and fill entire joint. Keep the tip of the nozzle in the sealant; continue with a steady flow of sealant preceding the nozzle to avoid air entrapment. Avoid overlapping the sealant to eliminate the entrapment of air. Tool as required to properly fill the joint.
5. Adhere to all limitations and cautions for the polyurethane sealant as stated in the manufacturer's printed literature.

**C.8 Cleaning - General**

1. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from paving operations. Repair damage factory-applied finishes as directed by engineer.
2. Sweep pavement and wash free of stains, discolorations, dirt, and other foreign material immediately prior to final acceptance.

**C.8.1 Cleaning – Epoxy Resin Mortar**

1. The uncured epoxy resin can be cleaned from tools with an approved solvent. Cured epoxy resin can only be removed mechanically.

**C.8.2 Cleaning – Polyurethane Sealant**

1. The uncured polyurethane sealant can be cleaned with an approved solvent. The cured polyurethane sealant can only be removed mechanically.

**C.9 Protection**

1. Protect pavement from damage due to construction and vehicular traffic until final acceptance.

**D Measurement**

1. The department will measure the Slip-Resistant Metal Flooring by the square footage acceptably completed.

**E Payment**

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

Item Number	Description	Unit
SPV.0165.01	Slip-Resistant Metal Flooring	SF

2. Payment is full compensation for all work required under this bid item

## 32. Concrete Staining, Item SPV.0165.06

### A Description

1. This special provision includes but is not limited to the stained finish portions (see drawings) of the North Landing concrete slabs-on-grade. Concrete items excluded from staining shall be the Trestle Landing concrete decking, East & West Stair, retaining walls, benches, and slab-on-grade landing at West Stair which connects to the existing sidewalk along Commerce St.

### A.1 Related Work

1. Concrete, Sitecast
2. Gravel, Type 1
3. Slip-Resistant Metal Flooring

### A.2 Submittals

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

### A.2.1 Manufacturer's Data

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

### A.2.2 Field Samples

1. Submit the following samples and obtain Architect approval prior to ordering materials:
  - a. Concrete samples: Produce six 24" x 24" x 4" field samples of concrete work at location near final installation site to test and verify concrete stain color and method of application. Concrete mix and surface finish of samples to be identical to mix and finish specified for final work. Allow for curing of samples prior to any application of test stains. Following approval by architect of stain color and number of applications, test samples to be finished with application of sealer for final approval. See B.1, Staining Materials below for color samples, review with architect prior to staining samples.
  - b. Retain approved samples during construction as standards for workmanship and appearance of installation. Create these samples by the month of cementing or before in order to allow for adequate decision making time and architect review.

## B Materials

### B.1 Staining Materials

1. Use a ready-to-use, penetrating, acidic stain that chemically reacts with cured concrete to produce permanent, variegated or translucent color effects.
2. Color samples to test: Color Number CS-12 (weathered bronze), CS-15 (antique amber), C-13 (copper patina), CS-11 (fern green) and CS-16 (faded terracotta). Final, single color selection to be made based on field samples. Contractor shall provide between 1 to 3 coats of stain application to determine stain saturation. Architect to review samples on site for approval.

### B.2 Sealant

1. Use Clear Sealer. Concrete Surface must be smooth, consistent and blemish free. Stain and Sealant cannot be used to hide surface blemishes or to cover construction areas.

**C Construction**

**C.1 Delivery, Storage and Handling**

1. Deliver all materials in original unopened containers with labels legible and intact. Store and protect from freezing and damage.

**C.2 Inspection**

1. Examine concrete surface and installation conditions. Do not start staining work until unsatisfactory conditions are corrected.

**C.3 Project Conditions**

1. Protect adjacent work, especially adjacent Metal Plate Paving.
2. Contractor shall not change source or brands of staining materials during the course of the work.
3. It is the contractor's responsibility to maintain the quality of the concrete staining during installation in weather where the air temperature is 40 degrees F or below and to incur all costs related to protection during these conditions.

**C.4 Preparation**

1. Follow stain manufacturer's guidelines and instructions.
2. Mask or protect surrounding areas, landscaping, adjacent surfaces, and adjoining walls of porous material from spills, overspray, tracking, equipment contact or run-off.
3. Concrete should be cured a minimum of 14 days.
4. Cure concrete flatwork with new and unwrinkled, non-staining, high quality curing paper, without overlapping the paper. Do not use liquid curing materials.
5. All dirt, form oil, plaster stains, oil, and grease must be completely removed by cleaning. Coatings, water repellents, previously applied adhesives, and curing membranes must be removed by sandblasting. Cleaning by acid washing shall not be permitted.
6. Immediately prior to staining, sweep, then pressure wash or scrub the concrete using a rotary floor machine. Rinse surface after cleaning until rinse water is completely clean.

**C.5 Finish Application**

1. Follow stain manufacturer's guidelines and instructions.
2. Transfer full-strength chemical stain to concrete surface by brush or spray. As soon as chemical stain touches concrete, scrub stain in with a brush, using a circular or figure eight motion. Keeping brush in constant contact and in continuous motion, gradually spread chemical stain over surface of concrete until all fizzing action ceases.
3. Staining must be applied to all exposed surfaces, including tops, sides, joints, undersides of bench tops and exposed edges of slabs and walls, down to a minimum of 4" below finished grade.
4. Reacted solution must not be spread into new work areas.
5. A wet edge must be maintained.
6. Exercise care during application to ensure that chemical stain is not splashed, dripped, or allowed to puddle in joint indentations or depressions.
7. Chemical stain should remain in contact with cement until desired effect is achieved.
8. Remove residue by wet scrubbing with a high-quality commercial detergent, using a rotary floor machine or stiff-bristle brush. Rinse surface until rinse water is completely clean. Runoff should be collected by wet-vacuuming or with an inert material.

9. Dispose of all stain residue, runoff liquid, absorbent materials used during application, and discarded equipment in accordance with local, state, and federal regulations.

**C.6 Sealing / Finish Coating**

1. Follow manufacturer's guidelines and instructions.
2. Seal or finish-coat concrete as soon as possible after concrete has been stained, rinsed, and allowed to dry thoroughly.
3. Sealer shall be clear or match the color of the stain.
4. Apply two coats of sealer evenly using an airless sprayer at the rate of 300 – 400 square feet per gallon.
5. Do not walk on coated surfaces for 12 hours after application.

**C.7 Protection**

1. Protect stained concrete work from damage due to construction and vehicular traffic until final acceptance.

**C.8 Cleaning**

1. Perform cleaning during installation of work and upon completion of the work. Remove excess materials, forms, debris, and equipment from site.
2. Sweep concrete walks and pavement and wash concrete surfaces and faces free of stains, discoloration, dirt, and other foreign material immediately prior to final acceptance.

**D Measurement**

1. The City will measure the Concrete Staining by the square foot acceptably completed.

**E Payment**

1. The City will pay for the measured quantity at the contract unit price under the following bid item:

Item Number	Description	Unit
SPV.0165.02	Concrete Staining	SF

**33. Field Office, Item 642.5001**

**A Type B**

1. Under bid item Field Office Type B, furnish a facility with minimum exterior dimensions of 8 feet (2.44 m) wide and 20 feet (6.10 m) long, excluding hitch; and equipped as specified in 642.2.2.1

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION  
CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

**6. Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## **II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

**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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

**8. 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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors

with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

**1. General:**

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards

Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### **3. Payment of Fringe Benefits:**

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

### **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

#### **a. Apprentices:**

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. 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.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as 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 SHA contracting officer 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.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

#### **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### **VIII. SAFETY: ACCIDENT PREVENTION**

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 SHA 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. 333).

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. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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, the following notice 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:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID  
HIGHWAY PROJECTS**

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 not more than \$10,000 or imprisoned not more than 5 years or both."*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER  
POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**1. Instructions for Certification - Primary Covered Transactions:**  
(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "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 rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant 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 3-year period preceding this proposal been convicted of or had a civil judgement 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 offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**2. Instructions for Certification - Lower Tier Covered Transactions:**  
(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:**

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 participation in this transaction 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.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(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 his or her bid or proposal that he or she 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 PREFERENCE FOR APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

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 he 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, he 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 1 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 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.

This page last updated May 20, 2002

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[FHWA Home](#) | [Infrastructure Home](#) | [Program Administration Home](#) | [Contract Group Home](#) | [Feedback](#)



United States Department of Transportation - Federal Highway Administration - Office of Bridge Technology

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**SEPTEMBER 2002**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**BUY AMERICA**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials 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.

**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.

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

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*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**

*Beginning in the April letting in 2003, training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:*

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 2 TrANS Graduate(s) be utilized on this contract.

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

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

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

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

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

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

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

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

## **II. IMPLEMENTATION**

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

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

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

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

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

The contractor shall provide on-the-job training aimed at developing full journeyworkers 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 journeyworkers 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 journeyworkers status or in which they have been employed as a journeyworker. 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**

- 1) The contractor and its subcontractors agree, in the performance of this Contract, to employ apprentices in accordance with the requirements as described in the paragraph 2 below, as established by the Department of Workforce Development in accordance with State of Wisconsin Executive Order No. 108, dated June 29, 2005.
- 2) The contractor and subcontractors employing five (5) or more craft workers of trades with apprentice programs in the state of Wisconsin shall meet one of the following requirements:
  - a. Employ or have employed at any time during the current or previous calendar year the maximum number of apprentices allowed by the training ratio for each trade included in the bid; or
  - b. Employ or have employed at any time during the current or previous calendar year a skilled workforce of at least five (5) percent apprentices for projects performed under contract to DOT; or

- c. Employ apprentices on a contract jobsite at the maximum ratio or, where the ratio is not jobsite specific, at five (5) percent of the contract hours for work performed under contract to DOT; or
  - d. Agree that "new hire apprentices" will be engaged at least at the maximum ratio of journey level workers to apprentices allowed under the standards established by the Department of Workforce Development.
- 3) In the event of failure to meet these ratios, the contractor shall be given an opportunity to demonstrate that every good faith effort to meet this commitment has been made.
  - 4) No contract shall be executed or subcontract approved unless the contractor or subcontractors are currently approved as a Wisconsin Trade Trainer or has applied for approval as an Apprenticeship Trade Trainer to the Department of Workforce Development and agrees to an acceptable apprenticeship program which includes specific ratios of apprentices in skill trades which have been determined as apprentice able by the Department of Workforce Development.
  - 5) The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements.
  - 6) Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Department of Workforce Development. A request for an exemption or modification, with justification, shall be made in writing, addressed to Department of Workforce Development, Bureau of Apprenticeship Standards, PO Box 7972, Madison, WI 53707.

### ADDITIONAL SPECIAL PROVISION 3

Disadvantaged Business Enterprise Development. This item shall consist of concerted efforts by the contractor as part of its affirmative action responsibilities to train and develop minority business enterprises to become fully qualified contractors in the transportation construction field. Hereafter, minority business enterprise refers to businesses owned or controlled by socially and economically disadvantaged person(s) as certified by the Wisconsin Department of Transportation. It is the intention of this provision that firms owned and controlled by women be included as a presumptive group within the definition of Disadvantaged Business Enterprise (DBE).

The contractor will aggressively solicit DBE subcontractor and/or supplier quotes and incorporate them in its bid for work on this project by making systematic written and verbal contact with DBEs likely to have an interest in transportation construction work.

In this contract, the contractor shall procure services, materials, or subcontract the minimum percentage as shown on the cover of the Highway Work Proposal of the total amount bid to one or more certified DBEs. The Department maintains and furnishes the list of DBEs considered certified. If the proposed DBE is uncertified, the contractor must appeal to the Department to establish the eligibility of the DBE to become certified. This goal may be accomplished through the use of any combination of ethnic or women owned businesses certified as DBEs by the Department.

It is the intent of this specification that the percentage goal specified be fulfilled as indicated. However, if the contractor considers such fulfillment to be impossible of attainment, and if the contractor can demonstrate to the satisfaction of the Department that such utilization is not feasible, the Department may accept a varying percentage in lieu of the designated percentage for the DBE classification.

The contractor is encouraged to develop DBEs in areas of construction where these firms have traditionally been non-competitive. Therefore, the DBE goal on this contract may be reduced by the Department up to 50 percent for DBE work in the non-traditional construction categories of: concrete paving, asphalt paving, excavating and heavy grading, aggregate production, structures and major culvert installation. Any goal reduction is discretionary by the Department and will only be granted where it is clear the intended work will benefit the development and experience of the DBE.

Credit toward the required DBE goal is allowed for supplies and materials furnished by DBEs. However, the DBEs must assume the actual contractual responsibilities for furnishing the supplies and materials and also manufacture them. For these purposes, a manufacturer is a supplier that either produces goods from raw materials or substantially alters them before resale. When the supplier is not the manufacturer, only 60 percent of the expenditure to the supplier may be credited toward the DBE goal, provided the supplier performs a commercially useful function in the transaction.

Nevertheless, in order for the Department to execute a contract with a bidder that has failed to meet the specified DBE contract goal, the Department must determine that the bidder's good faith efforts were those that, given all relevant circumstances, a bidder activity and aggressively seeking to meet the goal would make.

Good faith efforts are to include contacts with the Department's Office of Disadvantaged Business Programs. In determining whether a contractor has made good faith efforts, the Department will usually look not only at the different kinds of efforts that the bidder has made, but also the quantity and intensity of those efforts. Efforts that are merely pro forma are not good faith efforts to meet the goal. Even if the efforts are sincerely motivated, they are not considered to be good faith efforts if, given all relevant circumstances, they could not

reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

Within ten working 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 subcontract or supply agreement and the dollar amount of such items of work. Failure by the contractor to furnish the necessary information within the specified time frame does not negate the Department's right to award and execute the contract; however, good faith efforts after the submittal requirement will be discounted. Delay in fulfilling this requirement shall not constitute a cause for extension of the contract time. All other aspects of this minority business enterprise requirement shall be in accordance with appropriate provisions of Part 26 of Volume 49 of the Code of Federal Regulations entitled "Participation by Minority Business Enterprises in Department of Transportation Programs."

The contractor shall also provide or arrange for direct assistance to the DBEs in such areas as providing information to prepare intelligent quotations, insuring that the DBE can read and understand highway plans, assisting in reaching a full understanding of the Standard Specifications and contract requirements applicable to the DBE portion of the work, appropriate cost accounting and other business practices, and other actions aimed at continued development of the DBE into a viable highway contracting business.

The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.

The work herein prescribed will not be paid for separately, but will be considered incidental to other items of work included in the contract.

Failure on the part of the bidder to meet the DBE goal and to meet an adequate level of good faith efforts will, at the discretion of the Department, be deemed failure to execute the contract, be just cause of the cancellation of the award, and such other actions as deemed appropriate.

The entire provisions of this item do not apply if the bidder, excluding joint ventures, is a certified DBE.

# COMMITMENT TO SUBCONTRACT TO DBE NON-TRADITIONAL PROJECTS

Wisconsin Department of Transportation

DT1880 4/2010 s.84.06(2) Wis. Stats.

Project(s): \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

County: \_\_\_\_\_

Letting Date: \_\_\_\_\_

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted within 10 business days after the notification of contract award. Completion of the following information indicates your intent in the fulfillment of these contract requirements.

Total \$ Value of: \_\_\_\_\_

Prime Contract: \_\_\_\_\_

DBE Contract Goal: \_\_\_\_\_ %

This form must be completed and returned for THIS contract. See reverse side for instructions.

A	V	NAME OF DBE SUBCONTRACTOR	TYPE OF WORK	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
		<b>SUBTOTAL DBE \$ VALUE</b>	A (\$)	<b>TOTAL %</b>	
			V (\$)	<b>TOTAL %</b>	

A	V	NAME OF DBE SUPPLIER AND/OR MANUFACTURER (see #3 on Instructions)	TYPE OF MATERIAL	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
		<b>SUBTOTAL DBE \$ VALUE</b>	A (\$)	<b>TOTAL %</b>	
			V (\$)	<b>TOTAL %</b>	

A	V	NAME OF DBE TRUCKING FIRM	MATERIAL HAULED	EST. # OF TON/C.Y.	EST. # OF TRUCKS REQ'D	\$ VALUE	Government Use Only Adjusted Amounts
					O= L=		
					O= L=		
					O= L=		
					O= L=		
					O= L=		
		<b>SUBTOTAL DBE \$ VALUE</b>	A (\$)	<b>TOTAL %</b>			
			V (\$)	<b>TOTAL %</b>			
		<b>GRAND TOTAL DBE \$ VALUE</b>	A (\$)	<b>TOTAL %</b>			
			V (\$)	<b>TOTAL %</b>			
			T =	<b>TOTAL %</b>			

I certify that arrangements have been made for the foregoing work with the listed DBE Contractors. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State (Trans 504) and Federal laws.

O = Owned Trucks Used on Project L = Leased Trucks Used on Project	<b>Government Use Only Approved Amounts</b>		<b>X</b>  (Authorized Agent)
	A = \$	%	
A = Assigned (DBE Conscious) V = Voluntary (DBE Neutral)	V = \$	%	(Date)
	Total = \$	%	Mail to: Wisconsin Department of Transportation DBE Programs Office, Rm. 451 PO Box 7965 Madison, WI 53707-7965
	Signature: _____ Date: _____ Good faith waiver granted: Yes <input type="checkbox"/> No <input type="checkbox"/>		

**Instructions For Completing Commitment To Subcontract To DBE Form:**

- 1 In accordance with the DBE Regulations (49 CFR part 26), WisDOT is tracking Assigned Goals for DBE's (DBE Conscious) and Voluntary Usage of DBE Firms (DBE Neutral). DBE participation reported on this form will be used to periodically adjust (DBE Conscious and DBE Neutral) components of WisDOT's overall annual DBE goal.
- 2 For each DBE firm listed on this form, place an "x" in the appropriate column to indicate whether it will be used to meet the Assigned Goal (A) and/or whether it is used on a Voluntary basis (V). Any achievement above assigned goals should be reported as a voluntary achievement. If you indicate that a firm will be used to meet both assigned and voluntary goals, indicate the dollar amount attributable to assigned goals and the amount attributable to the voluntary goal. Our objective is to capture all DBE achievement you generate. The following is an example:
  - a. The total contract amount is \$100,000 and the DBE goal is 10% or \$10,000 in DBE participation
  - b. If \$10,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column
  - c. If \$15,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column and ADBE Landscaping Co. would be listed on the next line for \$5,000 which would be Voluntary (DBE Neutral) and an "x" would be placed in the "V" column
- 3 The department will give full credit toward the DBE goal if the DBE is a manufacturer of their materials or supplies. The department will give 60 percent credit or brokerage fee set by industry's standard toward the DBE goal if the DBE is merely a supplier of these materials or supplies. It is the Prime Contractor's responsibility to use the Bidder's List or UCP Directory to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form. WisDOT will apply the appropriate credit when approving the form.
- 4 After completing the form, if it does not indicate that the DBE goal has been met or exceeded, please complete and supply the necessary documentation on the Certificate of Good Faith Efforts form (DT1202 6/2007.)

**Instructions For Completing Attachment A Form:**

- 5 Section 26.53 (49 CFR part 26) requires written confirmation of participation from each DBE firm to be used on the contract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, for each DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring contractor (if applicable) and the DBE Firm specified on the form.
- 6 DBE crediting for the trucking industry is achieved in the following manner:
  - a. A minimum of one truck owned by the DBE must be used on the contract.
  - b. Full DBE credit is given for owned trucks and trucks leased from another DBE.
  - c. For one truck owned by the DBE firm, they can receive DBE credit for a truck leased from a non-DBE firm (one DBE truck owned = one non-DBE truck leased).
  - d. Trucks leased from non-DBE firms above the one-for-one ratio described in letter c, will be given DBE credit only for the brokerage fee charged by the DBE.
  - e. All trucks used for credit must be listed and approved on the DBE firm's Schedule of Owned/Leased Vehicles for DBE Credit and/or a WisDOT approved trucking utilization plan.

It is the Prime Contractor's and the DBE firm's responsibility to ensure that utilization of trucks and the DBE credit earned is in accordance with the above and will yield the subcontract dollar value listed on the Commitment to Subcontract to DBE form.

**COMMITMENT TO SUBCONTRACT TO DBE  
ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

Project I.D.:	Proposal Number:
Letting Date:	Total \$ Value of Prime Contract:

Name of DBE Firm Participating in this Contract:
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>
Type of Work or Type of Material Supplied:
Total Subcontract Value:

<b>FOR PRIME CONTRACTORS ONLY:</b> I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<b>FOR PARTICIPATING DBE FIRMS ONLY:</b> I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.  <b>FOR DBE TRUCKING FIRMS ONLY:</b> I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks and material hauled as listed below.	Participating DBE Firm Representative's Signature
	Participating DBE Firm Representative's Name (Print Name)
	Participating DBE Firm (Print Company Name)
	Date

# Owned Trucks	# Leased Trucks	# Estimated Tons/C.Y.	Material(s) Hauled

**ADDITIONAL SPECIAL PROVISION 4**

Payment to all Subcontractors. Within 10 calendar days of receipt by a contractor of a progress payment for work performed, materials furnished, or materials stockpiled by a subcontractor, the contractor shall pay that subcontractor for all work satisfactorily performed and for all materials furnished or stockpiled.

The contractor agrees further to release retainage amounts to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. In addition, whenever the Department reduces the contract retainage amount, within 10 calendar days of receipt by a contractor of a retainage payment, the contractor must reduce the total amount retained from subcontractors to no more than remains retained by the Department.

The contractor shall pay the subcontractor within the time frames described above unless the contractor complies with both of the following within 10 calendar days of receiving the Department's progress payment:

- 1) The contractor notifies the subcontractor in writing that the work is not satisfactorily completed.
- 2) The contractor requests approval from the Department to delay payment because the subcontractor has not satisfactorily completed the work.

The contractor's request for approval should include the written notification to the subcontractor and shall provide sufficient documentation of good cause to assist the engineer in making a timely decision. If the engineer does not grant approval, the contractor shall pay the subcontractor within 10 calendar days of the Department's decision.

All subcontracting agreements made by a contractor shall include the above provisions and shall be binding on all contractors and subcontractors.

The contractor certifies compliance with the requirements of this Additional Special Provision by signing the contract. This clause applies to both DBE and non-DBE subcontractors.

**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

**I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES**

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**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.

**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.