

HIGHWAY WORK PROPOSAL

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

Proposal Number:

36

| COUNTY | STATE PROJECT ID | FEDERAL PROJECT ID | PROJECT DESCRIPTION | HIGHWAY |
|-----------|------------------|--------------------|---|---------|
| St. Croix | 7200-02-71 | WISC 2013 088 | River Falls - Hudson Radio Road Interchange B-55-0232 | STH 35 |

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

| | |
|---|--|
| Proposal Guaranty Required, \$ 280,000.00 Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE. |
| Bid Submittal Due Date: March 13, 2012 Time (Local Time): 9:00 AM | Firm Name, Address, City, State, Zip Code |
| Contract Completion Time August 1, 2014 | SAMPLE NOT FOR BIDDING PURPOSES |
| Assigned Disadvantaged Business Enterprise Goal 8% | This contract is exempt from federal oversight. |

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

| | |
|---|------------------------|
| Type of Work New diamond interchange single structure, roundabouts, concrete pavement, HMA pavement, storm sewer, lighting, sign bridges, pavement marking, drainage structures. | Date Guaranty Returned |
| Notice of Award Dated | |

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- (1) Obtain bidding proposals as specified in **section 102** of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 1. Electronic bid on the internet.
 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm>. The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.
- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

Info Tech Inc.
5700 SW 34th Street, Suite 1235
Gainesville, FL 32608-5371
email: <mailto:customer.support@bidx.com>

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm> or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

B Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 1. Have a properly executed annual bid bond on file with the department.
 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in **102.6** and **102.9** of the standard specifications, submit the proposal on the internet as follows:

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at <http://www.dot.wisconsin.gov/business/engrserve/bid-letting-information.htm>. Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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.

| Name of Subcontractor | Class of Work | Estimated Value |
|------------------------------|----------------------|------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 7200-02-71, River Falls – Hudson, Radio Road Interchange B-55-0232, STH 35, St. Croix 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, 2013 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20120615)

2. Scope of Work.

The work under this contract shall consist of a new diamond interchange with single structure, roundabouts, concrete pavement, HMA pavement, storm sewer, lighting, signing, pavement marking, drainage structures, sign bridges, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Pre-Bid Meeting.

Supplement standard spec 102.3.1 with the following:

Prospective bidders are invited to attend a pre-bid meeting at February 19, 2013, 10:00 AM, at the DOT - NW Region Eau Claire office building. The pre-bid meeting is not mandatory. Topics of discussion will be traffic control and earthwork balancing requirements.

No meeting minutes will be prepared. Issues discovered at the meeting will be handled by addendum.

4. Prosecution and Progress.

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

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon

approval, the engineer will issue the notice to proceed within ten calendar days before the approved start date.

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

The department will not grant time extensions to the contract completion date for the following:

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

Prosecution and progress meetings will be held once every two weeks. The contractor's superintendent or designated representative and subcontractor representative for ongoing subcontract work or subcontract work expected to begin within the next two weeks shall attend and provide a written schedule of the next week(s) operations. The written schedule shall include begin and end dates of specific prime and subcontractor work operations. These dates shall be substantiated by production rates showing quantities of manpower and equipment necessary to meet projected production levels of those operations. Agenda items at the meeting will include review of the contractor's linear schedule, evaluation of progress, and making revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts with other contracts. Any outstanding issues will be reviewed.

Conformance with DNR requirements, which will prevent erosion in the grading areas from entering private lands and public waterways, will require the contractor to install erosion control, as the project progresses. The plan provides erosion control mobilizations and emergency erosion control mobilizations for this project per the requirements of standard spec 628.

The contractor shall make a good faith effort to ensure all cleared and grubbed material is burned only as a last resort. Stumps, roots, brush, waste logs and limbs, timber tops and debris resulting from clearing and grubbing or occurring within the clearing and grubbing limits could be disposed of by chipping or removing from the highway right-of-way.

Comply with all local ordinances that apply to construction operations during nighttime work hours. Furnish to the engineer, any ordinance variance issued by the municipality or required permits in writing before performing such work.

Scrapers and other off-road construction vehicles are not allowed to cross STH 35 traffic lanes at any time during construction. The construction engineer may approve on a limited basis intermittent crossing of unloaded construction equipment (loader, dozer, grader, and similar). Approval must be obtained prior to any crossing movement.

Staged construction is needed to construct the interchange while maintaining traffic flow. Follow the staged construction as outlined below, unless otherwise approved by the engineer. Provide a schedule of construction staging, material hauling plan, and construction equipment delivery schedule and plan to the engineer for approval prior to starting work. Coordinate all operations and traffic control as necessary between the various locations for proposed work under this contract.

The contractor is advised that there will be multiple mobilizations for such items as; traffic control, temporary pavement marking, and other incidental items related to staging. No additional payment will be made by the department for said mobilizations.

Stage 1

Construct Paulson Road to final contours. Install base aggregate and HMA pavement. Construct temporary connection of Paulson Road to Radio Road. Open to local traffic. Complete paving operations under traffic. Pave Paulson Road and temporary bypass within one week of opening to traffic. Close Radio Road intersection after opening Paulson Road to traffic.

Grade roundabouts and interchange ramps to final contours. Install temporary asphalt or permanent concrete from ramp tapers to gore areas and aggregate base from gore areas to ramp terminals prior to allowing temporary traffic to use roadways.

Grade Radio Road/Chapman Drive, Station 179+00 – 213+00. Do not disrupt traffic on existing Chapman Drive. Construct Old Chapman Drive/Chapman Drive intersection.

Grade, pave, and open Bylander PE.

Construct B-55-232 center pier and abutments. Install girders after ramp construction is complete.

Stage 2

Open Chapman Drive/Old Chapman Drive intersection to traffic. Complete construction of tie-in and paving operations under traffic.

Complete paving operations of all interchange ramps, roundabouts, and Radio Road/Chapman Drive.

Complete construction of B-55-232.

Remove all private access points and median crossovers on STH 35. Grade removal areas to natural ditch contours.

Stage 3

Remove Whitetail Blvd/CTH U/STH 35 intersection and median. Grade area to natural ditch contours.

5. Traffic.

Temporary Lane Closures and Regulatory Speed Limit Reduction

Project construction staging require work zone and/or traffic control device encroachments within 6 horizontal and/or vertical feet from the edge of an open lane of traffic. This encroachment requires a temporary closure of the STH 35 traffic lane closest to construction and the reduction of the posted regulatory speed limit from 65 mph to 55 mph. This temporary regulatory speed limit is only allowed during times of lane closures. At all other times, the regulatory speed shall revert back to 65 mph.

Lane closures and speed limit reduction will only be allowed under the following circumstances:

- Active construction operations encroach within 6 feet from the edge of an open lane of traffic.
- B-55-232 Deck forming, deck pouring, and deck stripping operations.
- Intermittently as approved to facilitate ingress and egress to the construction site.

Lane closure restrictions:

Stages 1/Stage 2:

- Begin tapers for STH 35 northbound lane closure a minimum of 500-feet north of the CTH U / Whitetail Drive intersection.
- Begin tapers for STH 35 southbound lane closure a minimum of 500-feet south of Glover Road intersection.

Stage 3:

- Lane closures and regulatory speed limit reductions are not allowed during peak travel times as follows:
- Northbound STH 35: 6:00 – 8:00 AM
- Southbound STH 35: 4:00 – 6:00 PM
- Begin northbound lane closure taper north of the STH 65 exit ramp. End the taper south of the STH 65 entrance ramp.

All traffic control devices and signs must be covered and/or removed, and traffic lanes reopened during the hours indicated, inclusive of the beginning and end times.

The engineer will approve all lane closures. The department has full authority to require the opening of a closed traffic lane if work operations do not warrant the closure.

During lane closures, lane shifts are permitted with a minimum of 700-foot shifting taper.

Unless otherwise approved by the department traffic engineer, all lanes of traffic on STH 35 will be open after completion of construction operations in a single day. All lanes of traffic will be open and the speed limit restored during non-daylight hours.

During approved temporary regulatory speed limit reductions, install traffic control and temporary regulatory speed limit signs according to the plans, and/or on the inside and

outside shoulders of the roadway at the beginning of the reduced regulatory speed zone, and after all side road locations where traffic may enter the highway segment within the reduced regulatory speed zone. Temporary regulatory speed limit signs shall be installed at the end of the temporary regulatory speed zone to inform drivers where the posted regulatory speed limit reverts back to 65 mph.

When construction activities impede the location of a post mounted regulatory speed limit sign, mount the regulatory speed limit sign on portable supports that meet the “crashworthy” definition in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

Stage 1/Stage 2 Traffic

STH 35 traffic to remain open at all times, with the exception of daytime lane closures as indicated in these special provisions.

The Radio Road/STH 35 intersection shall remain open until the completion of the aggregate base layer of Paulson Road and Paulson roundabout temporary bypass. Upon Paulson Rd opening, the Radio Road/STH 35 intersection shall be closed to traffic. The Radio Road intersection will only be used for construction vehicles ingress and egress to the construction site.

Whitetail Blvd/CTH U/STH 35 intersection open to traffic at all times.

All private access points within the project limits shall remain open at all times. Access will remain off STH 35 until alternate access has been constructed. Upon completion of new access construction, remove access off STH 35.

During beam setting operations on B-55-232, STH 35 traffic will utilize constructed interchange ramps. Reroute traffic to the interchange ramps only between the hours of 10:00 PM and 6:00 AM. Ensure the interchange ramps are maintained, i.e. graded and/or plowed, during beam setting operations. Contact State Patrol Sgt. Brian Erickson, (715) 577-7139 or (715) 836-3810 Ext. 103, or Lt. Jeffrey Lorentz (715) 839-3800 Ext 102, seven days prior to temporary detour to coordinate schedule for State Patrol to be on-site during nighttime detour.

Stage 3 Traffic

Radio Road/STH 35 interchange is fully operational and open to traffic. Radio Road/STH 35 intersection is closed to all vehicles.

Paulson Road, Radio Road, and Chapman Drive open to traffic.

Whitetail Blvd/CTH U/STH 35 closed to traffic.

STH 35 traffic to remain open at all times, with the exception of daytime lane closures as indicated in these special provisions.

Emergency Alternate Route Management

In the event of an emergency within the project limits, the department declares the below routes as an acceptable alternate for STH 35 traffic:

- **Stage 1/Stage 2:** Reroute STH 35 traffic around the work zone on Glover Road and CTH U east of STH 35.
- **Stage 3:** Reroute STH 35 traffic around the work zone on STH 65, CTH SS, and Chapman drive east of STH 35.

This emergency alternate route is an unsigned route, and will only be implemented by local emergency personnel in cooperation with Wisconsin State Patrol during an emergency closure of STH 35 within the work zone.

STH 35 is a signed alternate route for IH-94. In the event a major incident on IH-94 requires STH 35 to be used as the route for interstate traffic, all lanes closures will be opened immediately and construction operations that affect STH 35 traffic will cease until such a time that IH-94 is fully operational.

Advanced Notification

Provide the engineer with a schedule of lane and ramp closures for the following week by noon on Thursday of the previous week. In addition, provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System.

| | |
|----------------------------|------------------|
| Lane closures | 3 business days |
| Construction stage changes | 14 calendar days |
| Extended closure hours | 14 calendar days |

Notify the engineer and WisDOT Statewide Traffic Operations Center, (414) 227-2142 if there are any changes in the schedule, early completions, or cancellations of scheduled work.

State Patrol Contact For incident management and coordinating portable changeable message sign locations if required, contact Northwest Region State Highway Patrol, Brian Erickson, (715) 577-7139 or (715) 36-3810 Ext. 103, or PCS Becky Grangaard, (715) 839-3800, Ext. 109.

Contact the State Patrol two weeks prior to the first lane closure. Continue notifying the Wisconsin State Patrol at least 48 hours prior to any lane closures or putting any alternate routes into effect.

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

Provide availability of equipment and work forces to promptly restore barricades, lights or other traffic control devices that are damaged or disturbed. In no case shall any barricade, light or other traffic control device be out of service for more than two hours.

Provide the engineer with a list for 24-hour contacts. The engineer will be responsible for distributing the contact list.

Equip all construction vehicles and equipment entering or leaving live traffic lanes with a hazard identification beam (flashing yellow signal) of 8-inch diameter. The beam shall be activated when merging into or exiting a live traffic lane.

Equip vehicles with a tailgate and adequate sideboards when hauling material subject to spillage on all roadways. Use covers and/or other protective devices to prevent spillage as directed by the engineer. Immediately clean up any debris or spillage that falls onto live traffic lanes or shoulders.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place without the approval of the engineer. Replace or repair all damage done to the above, caused by construction operations, at contractor expense.

Traffic control devices for single-lane closures shall be put in place only for the locations where work is being performed during that particular week.

6. Holiday and Special Event Work Restrictions.

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

- From 10:00 AM to 9:00 PM, Saturday in mid-May, 2013, for UW-RF Spring Commencement ceremony. Exact date to be determined during by Preconstruction Conference;
- From noon Friday, May 24, 2013, to 6:00 AM Tuesday, May 28, 2013, for Memorial Day;
- From noon Wednesday, July 3, 2013, to 6:00 AM Monday, July 8, 2013, for Independence Day;
- From noon Friday, July 12, 2013, to 6:00 AM Monday, July 15, 2013, for River Falls City Celebration;
- From noon Friday, August 30, 2013, to 6:00 AM Tuesday, September 3, 2013, for Labor Day;
- From 10:00 AM to 9:00 PM, Saturday in mid-September, 2013, for UW-RF Homecoming Football Game. Exact date to be determined by Preconstruction Conference;

- From 10:00 AM to 9:00 PM, Saturday in mid-May, 2014, for UW-RF Spring Commencement. Exact date to be determined during construction season;
- From noon Friday, May 23, 2014, to 6:00 AM Tuesday, May 27, 2014, for Memorial Day;
- From noon Thursday, July 3, 2014, to 6:00 AM Monday, July 7, 2014, for Independence Day;
- From noon Friday, July 11, 2014, to 6:00 AM Monday, July 14, 2014, for River Falls City Celebration;
- From noon Friday, August 29, 2014, to 6:00 AM Tuesday, September 2, 2014, for Labor Day.

107-005 (20050502)

7. Utilities.

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

107-065 (20080501)

There are known utility adjustments required for the construction of this project. The contractor shall coordinate his construction activities by calling Digger's Hotline and/or a direct call to the utilities known to have facilities in the area as required by state statutes. The contractor shall use caution to ensure the integrity of underground facilities at all times.

Prospective bidders are cautioned that the arrangements set forth in this Article represent the utility companies' best estimate of their plans to relocate and/or adjust conflicting facilities. Frequently, the utility companies encounter problems that prevent them from meeting their anticipated schedules. Bidders are advised to contact each utility company listed in the plans, prior to preparing their bids, to obtain current information on the status of any utility relocation work stated herein. Underground and overhead utility facilities are located within the project limits. Utility adjustments are anticipated for this construction project

Some of the utility work described below is dependent on initial grade, intersection, or other staking to determine if utility relocations are required. When utility adjustments become necessary during construction, the utility owner will make the required adjustments in coordination with the contractor's construction operation. During construction, the contractor shall notify the affected utilities at least 3 days prior to the start of construction activity at any location identified below or by Diggers locates to coordinate any adjustments that may be necessary. Any utility conflicts not listed below will be adjusted during construction. Bidders should note that some existing and new utility facilities will be within the excavation areas throughout the project and may require temporary support during excavation. Close coordination will be needed between the contractor and the utility companies to prevent project delays and utility facility damage.

Conflicts exist throughout the project corridor, and some relocations will be in progress during the project's construction. Utility relocations will have impacts to access, detours and traffic staging throughout the project. These relocations shall be accommodated and included in any contractor scheduling. Coordination with all utilities is required throughout this project, until fully completed.

AT&T WI has underground facilities within the project area. Any replacement of AT&T cables and pedestals will be done prior to highway construction. Cable adjustments will take place during highway construction.

Stations 324+00 – 330+00 +/- AT&T will relocate one pedestal and replace copper cable that crosses under northbound and southbound STH 35.

Station 310+00 +/- replace copper road crossing and move pedestal due to new Paulson Road construction.

Chapman Road, AT&T has existing copper cable on the north side of this road. Relocate cable and pedestal just east of property address 746 / 748.

AT&T has copper cable in the right-of-way of Old Chapman Drive, and from Old Chapman Drive / STH 35 vacated connection, near mainline Station 359+00 +/-, longitudinally along and parallel to the right-of-way of both of these roadways, and beyond the western project termini, 376+00. If any conflicts are discovered during construction in this area, adjustments will be completed during construction, in coordination with the contractor. Notify AT&T at least three days in advance of performing any construction activities near their facilities. AT&T WI will work with contractor as necessary during construction.

Contact AT&T WI four weeks prior to start of highway construction. Rick Podolak, (715) 839-5565.

Baldwin Telecom has underground fiber optic along the northerly right-of-way of STH 35 throughout the project. Adjustments are necessary for a pedestal near station STH station 345+00 +/- . Conflicts are anticipated near the transition areas of the new NE off ramp, Station 320+00 +/-, and NW on ramp, Station 355+00 +/- . These adjustments will be completed in coordination with the contractor during construction. Notify Baldwin Telecom at least three days in advance of performing any construction activities near their facilities. Ken Carlsrud, (715) 684-3346.

Comcast has underground and overhead facilities along Radio Road, and crossing under STH 35. Prior to construction, new facilities will be placed on Xcel Energy poles throughout the project area, beyond conflict. Scott Rupert, (651) 755-2580.

St. Croix Electric Cooperative has both overhead and underground electric facilities in the project area. In the Spring of 2013, prior to or at the very beginning of highway construction, the underground facilities under future Paulson Road will be directional

bored to a depth and location beyond construction limits. No conflicts anticipated, Brian Ferg, (715) 796-7000.

St. Croix Gas has an underground gas facility located longitudinally along the southern Right of Way of STH 35 throughout the project corridor. This facility is in conflict from approximately Station 320 to Station 365. This facility must provide service in cold weather. As weather permits in the Spring of 2013, either just before or shortly after the commencement of construction activities, St. Croix Gas will install new gas main beyond conflict as necessary. Coordination with the scheduling of this relocation is required. The existing gas main will be abandoned in place. No conflicts anticipated. Jeff Knolmayer, (715) 760-1678.

City of River Falls, Electric; The City of River Falls will be installing electrical conduit along the Paulson Road and Radio Road corridors. Work as described in Article 9, Work By Others.

City of River Falls, Sewer and Water, the City of River Falls, under separate contract, and during highway construction will install casing conduits for future Municipal Sanitary Sewer and Water mains. Each casing is 24" diameter, steel. A separate casing will be placed for each facility, with 10 feet of horizontal separation between casings. The approximate locations for these casings are:

- Radio Road, Stations 189+33 and 189+43
- SE Ramp, Stations 337+90 and 338+00
- NE Ramp, Stations 337+88 and 337+98
- STH 35 Stations 338+10 +/- and 338+25+/-, existing casings to be extended for future use.

Reid Wronski, (715) 426-3409

Xcel Energy, Electric Distribution; Xcel Energy has several poles and overhead conductors in conflict along Radio Road, STH 35 and Chapman Road. Prior to construction all conflicting facilities will be re-located beyond conflict. Some of the new structures will need to be braced / supported by Xcel Energy to accommodate temporary removal of guy anchors during grading operations. No conflicts anticipated, but coordination with Xcel is required. Steve Johnson, (715) 377-1810.

8. Environmental Protection.

Take special care to prevent pollution, siltation, or contamination of any stream or its tributaries on these projects as a result of work under this contract. During sawing and milling operations, appropriate measures shall be taken to minimize fugitive dust that will be created. Slurry and/or waste produced from these operations may not be discharged into any surface waters or wetlands nor on slopes directly upgradient from such resources.

Take special care in the handling of petroleum products. Formulate a contingency plan which would be effective in the event of a spill.

If a spill of any potential pollutants should occur, it is the responsibility of the contractor to contact the Department of Natural Resources, Office of Solid Waste Management, phone (715) 839-3775, Attn: Mr. John Grump, within 24 hours and it is the contractor's responsibility to remove such material and to minimize any contamination resulting from the spill.

9. Notice to Contractor.

If any maintenance turnarounds or any other points of access to the worksite are used, maintain and restore all access points to their original conditions upon completion of this project.

When lane closure are utilized to perform work, inspect the closed lane and sweep any debris off of it prior to opening to traffic. Costs for the maintenance of closed lane and access points will be incidental to this project.

Supplement standard spec 105.5.1 as follows:

Prior to or at the time of the pre-construction conference, submit a written plan for providing and maintaining contractor supervision and traffic control throughout the duration of the contract. This plan shall include names and phone numbers of the individuals responsible for each operation.

10. Work by Others.

The City of River Falls will be installing electrical conduit along the Paulson Road and Radio Road corridors. The installed electrical conduit and wires will provide the electricity to the lighting control cabinets installed under project 7200-02-71.

Direct coordination with the City of River Falls Electric Utility will be required. Work operations by the city electric utility include open trench installation of 2 ea-6" and 1 ea-4" HDPE conduit along the Paulson Road southern ditch and Radio Road east ditch as well as directional boring operations under the roundabout approaches and STH 35. The minimum depth of bury is 36" below final grade. The work operations will be conducted after final grading has been completed, but before topsoil operations or paving operations. Work operations by the city utility are expected to take approximately one week.

Contact Chuck Beranek, City of River Falls Electric Utility, (715) 222-2356, cberanek@wppienergy.org, prior to final contour grading operations along Paulson Road to coordinate construction activities.

11. 3D Roadway Model Data.

In addition to, but separate from the contractor staking packet, the department will provide detailed 3D proposed roadway model data for 7200-02-71. The department will

provide the data prior to project LET date within 5 business days of a contractor request submitted as follows: by email to Beth Cunningham at beth.cunningham@dot.wi.gov.

The 3D Roadway Model data consists of the following:

- LandXML v1.2 files containing reference line and proposed profile information
- AutoCAD 2010 DWG files containing 3D surface models as follows:
 - Existing ground surface
 - b. Ultimate Datum Surface
- Top of topsoil outside the roadway subgrade shoulder points extended to the slope intercepts.
- Subgrade surface within the roadway subgrade shoulder points.
 - c. Ultimate top of subbase surface
- Top of select borrow or select crushed material layers within the roadway edges of traveled way.
 - d. Ultimate Base Course Surface
- Top of base course within the roadway edges of traveled way.
- AutoCAD 2010 DWG files containing 3D Surface Model longitudinal breaklines for proposed surfaces.

12. Select Borrow.

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

Material

Furnish and use material that consists of granular material meeting the following requirements: Granular Backfill, Grade 2.
208-005 (20031103)

13. QMP Base Aggregate.

A Description

A.1 General

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

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

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

A.2 Contractor Testing for Small Quantities

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

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

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

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

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

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.

4. Department verification testing is optional for quantities of 6000 tons or less.

- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

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

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

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

B.6 Test Methods

B.6.1 Gradation

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

1. Control limits are at the upper and lower specification limits.
2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

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

testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.

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

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

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

samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.

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

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

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

engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

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

301-010 (20100709)

14. QMP Subgrade.

A Description

- (1) This special provision describes requirements for subgrade materials within the roadway foundation as defined in standard spec 101.3. Conform to standard spec 207 as modified in this special provision for all work within the roadway foundation at the locations the plans show.
- (2) Provide and maintain a quality control program. A quality control program is defined as all activities, including process control inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of subgrade which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

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

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform grading work before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:
 - An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 - The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
 - An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
 - Location of the QC laboratory, retained sample storage, and control charts and other documentation.
 - A summary of the locations and calculated quantities to be tested under this provision.
 - An explanation regarding the basis of acceptance for material that cannot be tested by nuclear methods due to a high percentage of oversized particles.

B.2 Personnel

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

B.3 Laboratory

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

B.4 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

- (2) Furnish nuclear gauges from the department's approved product list at <http://www.atwoodsystems.com/materials>. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge within 12 months before using it on the project. Retain a copy of the calibration certificate with the gauge.
- (3) Conform to ASTM D 2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

B.5 Soil Source Study

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

- (5) Retain and identify 2 representative samples of each Proctor. Submit one sample to the engineer. Retain one sample on site for use when performing textural identification.

B.6 Quality Control Documentation

B.6.1 Control Charts

- (1) Maintain separate control charts for the field density and field moisture content of each grading area. Designate grading areas within the project as follows:
 - Embankment portions of the project, except within 200 feet of bridge abutments.
 - Embankment within 200 feet of bridge abutments.
 - Subgrade cut portions of the project.
 - Embankment in pipe culvert trenches.
 - Structure and granular backfill placed at bridge abutments.
- (2) Ensure that all tests are recorded and become part of the project records. Plot required test results on the control charts. Include random and engineer-requested testing but only include the contractor's randomly selected QC test results in the 4-point running average. The contractor may plot other contractor-performed process control or informational tests on the control charts, but do not include them in 4-point running averages.
- (3) Post control charts in an engineer-approved location and update daily. Ensure that the control charts include the project number, the test number, each test element, the applicable control limits, the contractor's individual test results, the running average of the last 4 data points, and the engineer's quality verification test data points. Use the control charts as part of a process control system for identifying potential problems and assignable causes. Format control charts according to the CMM.
- (4) Submit control charts to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.6.2 Records

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

B.7 Contractor Testing

B.7.1 General

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

B.7.2 Field Density and Field Moisture

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

B.7.3 One-Point Proctor

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

B.7.4 Testing Frequency

B.7.4.1 Subgrade Embankment

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

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

B.7.4.2 Subgrade Embankment Within 200 Feet of Bridge Abutments

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

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

B.7.4.3 Subgrade Cut

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

| Test | Minimum Frequency |
|---|---|
| Field Density and Moisture (AASHTO T 310) | One per cut area. One per 2,000 linear feet per roadway. |

B.7.4.4 Subgrade Embankment in Culvert Pipe Trenches

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

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

B.7.4.5 Structure and Granular Backfill at Bridge Abutments

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

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

B.7.5 Compaction Zones

B.7.5.1 Subgrade Embankment

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

B.7.5.2 Subgrade Embankment Within 200 Feet of Bridge Abutments

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

B.7.5.3 Subgrade Cut

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

B.7.5.4 Subgrade Embankment in Culvert Pipe Trenches

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

B.7.5.5 Structure and Granular Backfill at Bridge Abutments

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

B.7.6 Control Limits

B.7.6.1 Field Density

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

B.7.6.2 Field Moisture Content

- (1) The upper control limit for the field moisture content in the upper and lower zones is 105% of the optimum moisture as determined by AASHTO T 99 or T 272 for the 4-point running average.

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

B.7.7 Corrective Action

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

B.8 Department Testing

B.8.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all verification and independent assurance personnel for the project.
- (2) The department will provide field density and field moisture test results to the contractor on the day of testing. Test results from Proctor split samples will be provided to the contractor within 7 business days after the sample has been received by the department.

B.8.2 Verification Testing

- (1) The department will have an HTCP technician, or ACT under the direction of a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified for contractor testing personnel for each test being verified. The department will notify the contractor before testing so the contractor can observe QV testing.

- (2) The department will test field density and field moisture randomly at locations independent of the contractor's QC work. The department will use split samples for verification of Proctor testing. In all cases, the department will conduct the verification tests in a separate laboratory and with separate equipment from the contractor's QC tests.
- (3) The department will perform verification testing as follows:
 - 1. The department will conduct verification tests on Proctor split samples taken by the contractor. These samples may be from the Soil Source Study or the one-point Proctor or sample locations chosen by the engineer from anywhere in the process. The minimum verification testing frequency is one per 90,000 cubic yards, with at least one for each soil type identified in the Soil Source Study.
 - 2. The department will test the first split sample obtained by the contractor for the one-point Proctor. The engineer may select any contractor-retained sample for verification testing.
 - 3. The department will conduct at least one verification test for field density and field moisture per 30,000 cubic yards.
- (4) Plot verification tests on the contractor's quality control charts as specified in B.6.1. Do not include verification tests in the 4-point running average.
- (5) If verification tests are within specified control limits, no further action is required. If verification tests are not within specified control limits, the engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's sampling and testing procedures and equipment. Both parties will document all investigative work.
- (6) Correct all deficiencies. If the contractor does not respond to an engineer request to correct a deficiency or resolve a testing discrepancy, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.8.3 Independent Assurance Testing

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program, which may include one or more of the following:
 - 1. Split sample testing.
 - 2. Proficiency sample testing.
 - 3. Witnessing sampling and testing.
 - 4. Test equipment calibration checks.
 - 5. Reviewing required worksheets and control charts.
 - 6. Requesting that testing personnel perform additional sampling and testing.

- (2) Plot the independent assurance tests on the contractor's quality control charts as specified in B.6.1. Do not include independent assurance tests in the 4-point running average.
- (3) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

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

B.10 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

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

15. QMP Ride; Incentive IRI Ride, Item 440.4410.S.

A Description

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements, bridges, approaches, and railroad crossings. Roundabouts, and pavements within 150 feet of the points of curvature of roundabout intersections, are excluded from the testing requirements of this provision.
- (3) Pavements that are excluded from localized roughness according to C.5.2(1), bridges, and roundabout intersections are subject to engineer-directed straightedging according to the standard specifications. All other surfaces being tested under this provision are exempt from straightedging requirements.

B (Vacant)

C Construction

C.1 Quality Control Plan

- (1) Submit a written quality control plan to the engineer at or before the pre-construction conference. Ensure that the plan provides the following elements:
 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of all quality control personnel.
 2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process.
 4. The evaluation process that will be used to make improvements to the construction operations if poor ride quality is found during the process control testing.
 5. The methods that will be used to ensure a smooth pavement transition when matching into existing surfaces such as bridges, bridge approaches, or railroad crossings.
 6. The segment locations of each profile run used for acceptance testing.
 7. The approximate timing of acceptance testing in relation to the paving operations.

C.2 Personnel

- (1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and document the results using the methods taught in the HTCP profiling course.

C.3 Equipment

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

C.4 Testing

C.4.1 Run and Reduction Parameters

- (1) Enter the equipment-specific department-approved filter settings and parameters listed on the department's ride web site.

C.4.2 Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
 1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.
- (5) The department will categorize each standard or partial segment as follows:

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

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

C.4.3 Verification Testing

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A certified HTCP profiler technician will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.
- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

C.4.4 Documenting Profile Runs

- (1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. Within 5 business days after completing a final acceptance profile run, submit a copy of the ProVAL smoothness assurance report showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 175 in/mile. The ProVAL software and department-specified inputs are available on the department's web site:

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

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness and the locations of individual features including construction joints, structure limits, design features, utility fixtures, and other features that might affect the department's evaluation of ride quality. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions.
- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ERD files for each profiler acceptance run. Submit profile data using the department's Materials Reporting System (MRS) software available on the department's web site:

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

C.5 Corrective Actions

C.5.1 General

- (1) Correct the ride as the engineer directs. The department will independently assess whether a repair will help or hurt the long-term pavement performance and/or public perception of the ride before deciding on corrective action.

C.5.2 Corrective Actions for Localized Roughness

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones and will compensate the contractor for the extra work.
- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness that exceed an IRI of 175 in/mile and do one of the following for each location:
 1. Direct the contractor to correct the area to minimize the effect on the ride.
 2. Leave the area of localized roughness in place with no pay reduction.
 3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

| Localized Roughness IRI (in/mile) | Pay Reduction ^[1] (dollars) |
|--------------------------------------|---|
| > 175 | (Length in Feet) x (IRI – 175) |

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

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

C.5.3 Corrective Actions for Excessive IRI

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

| | |
|---------|--|
| HMA I: | Correct to an IRI of 60 in/mile using whichever of the following methods the engineer directs: Mill and replace the full lane width of the riding surface excluding the paved shoulder. Correct the full lane width using techniques approved by the engineer. |
| HMA II: | Correct to an IRI of 85 in/mile using whichever of the following methods the engineer directs: Mill and replace the full lane width of the riding surface excluding the paved shoulder. Correct the full lane width using techniques approved by the engineer. |
| PCC II: | Correct to an IRI of 85 in/mile using whichever of the following methods the engineer directs: Continuous diamond grinding of the full lane width of the riding surface including adjustment of the paved shoulders Correct the full lane width using techniques approved by the engineer. |
- (2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Submit a revised ProVAL smoothness assurance report for the corrected areas to validate the results. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

C.6 Dispute Resolution

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

D Measurement

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

E Payment

E.1 Payment for Profiling

- (1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract.

E.2 Pay Adjustment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------|------|
| 440.4410.S | Incentive IRI Ride | DOL |

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

HMA Pavements: The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.

Concrete Pavements: The corrective work is a full depth replacement and conforms to standard spec 415.

- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.03” as follows:

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

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

| HMA IV and PCC IV | |
|--------------------------------------|---|
| Initial IRI (inches/mile) | Pay Adjustment^{[1][2]} (dollars per standard segment) |
| < 50 | 250 |
| ≥ 50 to < 75 | 750 – (10 x IRI) |
| ≥ 75 | 0 |

^[1] If the engineer directs placing upper layer asphaltic mixtures between October 15 and May 1 for department convenience as specified in standard spec 450.3.2.1(5), the department will not adjust pay for ride on pavement the department orders the contractor to place when the temperature, as defined in standard spec 450.3.2.1(2), is less than 36 F.

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

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

440-010 (20100709)

16. Concrete Barrier Temporary.

Under the Concrete Barrier Temporary bid items, use 12.5-foot concrete barrier. The engineer will allow 10-foot barrier in locations meeting both of the following:

- Anchoring, as specified in the plan details, is not required.
- The posted speed is less than or equal to 40 mph.

17. Removing Signs Type II.

This work shall be in accordance to the pertinent requirements of standard spec 638 and as provided here.

Type II signs are the department's property. All DOT signs removed, and not identified for reuse, shall be separated plywood from aluminum signs and palletize the shipment for handling with a forklift. Notify DTSD Eau Claire Sign Shop Coordinator Steve Allard ,(715) 855-7671 a minimum of three business days prior to delivery to coordinate shipment to be delivered to the DTSD Eau Claire Sign Shop at:

5009 Hwy 53 S
Eau Claire WI 54701

18. Pavement Marking Grooved Wet Reflective Contract Tape 4-Inch, Item 646.0841.S; 8-Inch, Item 646.0843.S.

A Description

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

B Materials

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

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 New Asphalt

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.5.3 Existing Asphalt

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

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.6 Tape Application

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

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

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

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

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

D Measurement

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

E Payment

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

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

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

646-022 (20120615)

19. Locating No-Passing Zones, Item 648.0100.

For this project, the spotting sight distance in areas with a 55 mph posted speed limit is 0.21 miles (1108 feet).
648-005 (20060512)

20. General Requirements for Electrical Work.

Amend standard spec 651.2, Materials, by adding the following paragraphs:

(7) The approved products list is located at:
<http://www.dot.wisconsin.gov/business/engrserv/docs/ap3/electrical.pdf>

21. Electrical Service Meter Breaker Pedestal, Item 656.0200.

A Description

This work shall be in accordance to the requirements of standard spec 656, the plans, standard detail drawings, and as hereinafter provided.

B Materials

In accordance to standard spec 656.2, Materials.

C Construction

Amend standard spec 656.3.2, Service Lateral, paragraph (1) to read as follows:

(1) The local utility shall furnish and install a 100 A, 120/240 volt AC, single phase, 3-wire underground electrical service lateral. Arrange and assume responsibility for the timely installation of the service lateral by the utility. The lateral shall be terminated at a meter pedestal as the plans show.

Submit the application to the utility for all required electrical services. Pay the utility installation costs promptly and seek reimbursement through the “Electrical Service Lateral” administrative contract bid item.

Arrange for future monthly energy usage billing to be established in the name of the appropriate entity. Contact WisDOT Northwest Region or the City of River Falls for this information.

Ensure that electrical service is installed and energized a minimum of one week prior to the lighting system activation deadline.

D Measurement

The department will measure the Electrical Service Meter Breaker Pedestal bid item as a single lump sum for each service, acceptably completed.

E Payment

In accordance to the plans and standard spec 656.5.

22. Anchor Assemblies Light Poles on Structures, Item 657.6005.S.

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| 657.6005.S | Anchor Assemblies Light Poles on Structures | Each |

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

23. Pavement Marking Grooved Preformed Thermoplastic Arrows, Type 2, Item SPV.0060.03; Arrows, Type 3, Item SPV.0060.05; Arrows, Type 3R, Item SPV.0060.06; Words, Item SPV.0060.07.

A Description

This special provision describes work in accordance to standard spec 646, and as hereinafter provided.

B Materials

The markings must be a resilient white, yellow, or other color thermoplastic product, wherein every other shaped portion contains glass beads or abrasives with a minimum hardness of 7 (Mohs scale). The marking must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, etc. Lines, legends and symbols are capable of being affixed to bituminous and/ or Portland cement concrete pavements by the use of the normal heat of a propane torch.

The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the torch.

The marking shall not have minimum ambient and road temperature requirements for application, storage, or handling.

The markings must be composed of an ester modified resin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders abrasives, and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material conforms to AASHTO designation M249-70 (98), with the exception of the relevant differences due to the material being supplied in a performed state.

B.1 Graded Glass Beads

B.1.1

The material must contain a minimum of 30% intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than 20% consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50.

B.1.2

The material must have factory applied coated surface beads and abrasives in addition to the intermixed beads at a rate of 1/2lb. (+/- 20%) per 11 square feet. The surface beads and abrasives must be applied so that every other shaped portion contains glass beads, or abrasives with a minimum hardness of 7 (Mohs scale). These factory applied coated surface beads shall have the following specifications:

- 1) Minimum 80% rounds
- 2) Minimum refractive index of 1.5
- 3) Minimum SiO₂ content of 70%
- 4) Maximum iron content of 0.1%

| Size Gradation | | Retained, % | Passing, % |
|----------------|------|-------------|------------|
| US Mesh | Um | | |
| 12 | 1700 | 0-2% | 98 – 100% |
| 14 | 1400 | 0 – 6% | 94 – 100% |
| 16 | 1180 | 1 – 21% | 79 – 99% |
| 18 | 1000 | 28 – 62% | 38 – 72% |
| 20 | 850 | 62 – 71% | 29 – 38% |
| 30 | 600 | 67 – 77% | 23 – 33% |
| 50 | 300 | 86 – 95% | 5 – 14% |
| 80 | 200 | 97 – 100% | 0 – 3% |

B.2 Pigments

B.2.1 White

The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

B.2.2 Red, Blue, and Yellow

The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The yellow pigments must be organic and must be heavy-metal free.

B.2.3 Other Colors

The pigments must be heavy-metal free.

B.3 Heating Indicators

The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.

B.4 Skid Resistance

The surface of the preformed retroreflective materials, wherein every other shaped portion contains glass beads, or abrasives with a hardness of 7 (Mohs scale), shall upon application provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

B.5 Thickness

The material must be supplied at a minimum thickness of 90 mils (2.29 mm).

B.6 Retroreflectivity

The preformed retroreflective marking materials upon application shall exhibit adequate and uniform nighttime retroreflectivity. The marking materials shall have the following retroreflectivity as measured using a Delta LTL 2000 or LTL-X Retroreflectometer.

White preformed reflective marking materials-minimum of $275 \text{ med-m}^{-2}\cdot\text{lx}^{-1}$

Note: Initial retroreflection and skid resistance are affected by the amount of heat applied during installation. When ambient temperatures are such that greater amounts of heat are required for proper installation, initial retroreflection and skid resistance levels may be affected

B.7 Environmental Resistance

The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

B.8 Abrasives

The material must have a factory applied surface adhesives, wherein every other shaped portion contains glass beads, or abrasives with a minimum hardness of 7 (Mohs scale).

C Application

C.1

Location of Pavement Marking Grooved Preformed Thermoplastic Arrows Type X and Pavement Marking Grooved Preformed Thermoplastic Words shall be approved by engineer prior to installations.

Apply preformed marking as the manufacturer specifies, the pavement shall be grooved to receive the preformed material and the leading edge of all installations shall be heated and beveled; provide the engineer with the manufacturer's specifications. Cut groove to a depth of 100 mils +/- 10 mils. The engineer will evaluate the performance of the preformed marking as specified in standard spec 646.3.3.4.

C.2 Asphalt

The Materials shall be applied using the propane torch method recommended by the manufacturer. The material must be able to be applied without minimum requirements for ambient and road temperatures and without any preheating of the pavement to a specific temperature. The material must able to be applied without the use of a thermometer. The pavement shall be clean, dry and free of debris. Supplier must enclose application instructions with each box/package.

C.3 Portland Concrete

The same application procedure shall be used as described under section C2. However a compatible sealer may be applied before application to assure proper adhesion.

D Measurement

The department will measure Grooved Preformed Thermoplastic Arrows, "Type" and Grooved Preformed Thermoplastic Words by each individual pavement marking unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0060.03 | Grooved Preformed Thermoplastic Arrows, Type 2 | Each |
| SPV.0060.05 | Grooved Preformed Thermoplastic Arrows, Type 3 | Each |
| SPV.0060.06 | Grooved Preformed Thermoplastic Arrows, Type 3R | Each |
| SPV.0060.07 | Grooved Preformed Thermoplastic Words | Each |

Payment is full compensation for providing, locating and installation of pavement marking grooved preformed thermoplastic arrows and pavement marking grooved preformed thermoplastic words.

- 24. Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 1, Item SPV.0060.08; Arrows Type 2, Item SPV.0060.09; Arrows Type 2R, Item SPV.0060.10; Arrows Type 3, Item SPV.0060.11; Arrows Type 3R, Item SPV.0060.12; Words, Item SPV.0060.13; Crosswalk 6-Inch, Item SPV.0090.42; Edgeline Extension 18-Inch, Item SPV.0090.44.**

A Description

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

B Materials

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Linear Markings

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

C.4 Groove Position

Position the groove edge in accordance with the plan details.

C.4.1 Linear Marking

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

C.4.2 Special Marking

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

C.5 Groove Cleaning

C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 Asphalt

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

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

C.6 Preformed Thermoplastic Application

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

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

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

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

D Measurement

The department will measure Pavement Marking Contrast Grooved Preformed Thermoplastic by each individual unit, acceptably completed, or in length by the linear foot of tape, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0060.08 | Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 1 | Each |

| | | | | |
|-------------|--|---------|-----------|------|
| SPV.0060.09 | Pavement Marking Contrast Thermoplastic Arrows Type 2 | Grooved | Preformed | Each |
| SPV.0060.10 | Pavement Marking Contrast Thermoplastic Arrows Type 2R | Grooved | Preformed | Each |
| SPV.0060.11 | Pavement Marking Contrast Thermoplastic Arrows Type 3 | Grooved | Preformed | Each |
| SPV.0060.12 | Pavement Marking Contrast Thermoplastic Arrows Type 3R | Grooved | Preformed | Each |
| SPV.0060.13 | Pavement Marking Contrast Thermoplastic Words | Grooved | Preformed | Each |
| SPV.0090.42 | Pavement Marking Contrast Thermoplastic Crosswalk 6-Inch | Grooved | Preformed | LF |
| SPV.0090.44 | Pavement Marking Contrast Thermoplastic Edgeline Extension 18-Inch | Grooved | Preformed | LF |

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

25. **Lighting Control Cabinet, Item SPV.0060.20.**

A Description

This special provision describes furnishing and installing a lighting control cabinet with all electrical components and wiring assembled.

B Materials

B.1 Contactors

Furnish an open type, 2 pole, 30 Amp, 600V electrically held contactor with 120V control coil as required for each proposed circuit.

B.2 Photocell

Furnish a button type photocell and install as shown on the detail. Apply silicone caulk to maintain the watertight integrity of the enclosure. The photocell shall be rated for 120V, 1500W with 30-60 second delay between “on-off” operations.

B.3 Panel

Furnish a 120/240-volt, 100A main lugs only, single-phase, 24-circuit panel board in a 14 inch (approximate) wide NEMA 1 enclosure. 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.

B.4 Selector Switches

Furnish “Hand-Off-Auto” switches to control each circuit separately. Provide a “Hand-Off-Auto” legend plate for each switch. Mount the switches adjacent to the respective contactor.

B.5 Cabinet Enclosure

Provide a NEMA 3R enclosure made from .125 inch Type 5052-H32 aluminum. The doorframe shall be double flanged and all exterior seams shall be ground smooth. Door handle shall be 3/4 inch diameter stainless steel with three point latching system and hasp. Main door shall be sealed with a closed-cell neoprene gasket. Main door hinge shall be continuous 0.075 inch thick stainless steel with a 0.25 inch stainless steel hinge pin. Provide an aluminum-mounting panel at back (interior) of enclosure. Provide a weatherproof pad lock with 2-3/8 inch wide body, repinnable/ replacable cylinder, and five keys. There shall be no Corbin main door lock. Applicable code working clearances shall be maintained between equipment mounted within the enclosure.

B.6 Surge Arrester

Furnish a surge suppressor to protect the panel board. The surge suppressor 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, and approximate dimensions of 4.54"Hx2.58"Wx2.22"D. Connect the surge suppressor to the branch circuit breaker as indicated on the plans.

B.7 Field Wiring Termination Blocks

All connections from the field wiring to equipment in the lighting control cabinet shall be made through termination blocks. Provide quantity of channel mount, NEMA type single terminal blocks as indicated on plans that are capable of holding #12 to #1/0 wire with solderless box lugs, for power, neutral and grounding connections. Mount the terminal blocks on a mounting channel of appropriate length with end anchors and an end barrier. Each terminal block shall have a label indicating the appropriate circuit number, neutral (N) or ground (G) wire connected to block; handwritten numbers and letters are not acceptable means of identification. Make connections from the underground field wiring to the equipment in the lighting control cabinet through distribution blocks.

B.8 Convenience GFI Receptacle and Cabinet Light Fixture

Furnish a 20 ampere, 120 volt commercial grade GFI duplex receptacle within a galvanized steel outlet box with cover. 150 watt, 250 volt commercial grade lamp holder with galvanized steel box and 60 watt incandescent bulb.

B.9 Fan

Furnish a 120 volt thermostat controlled cabinet fan. Fan shall have 15-degree increment setting with a range between 90 – 150 degrees Fahrenheit. Mount and set thermostatic control as the department directs.

B.10 Time Clock

Furnish a digital, programmable time clock for controlling flashing operations. Time clock shall have multiple program capability with automatic leap year and daylight savings time adjustments.

B.11 Incidental Materials

Secure all wiring using screw attachment type straps; adhesive type shall not be allowed.

C Construction

Assemble the control cabinet as shown on the plans. Pretest the cabinet prior to shipment to the site. Mount all equipment to panel in enclosure. Train the cables in straight horizontal and vertical directions and be parallel next to and adjacent to other cables whenever possible. Mount the cabinet to the concrete base per the manufacturer's requirements.

D Measurement

The department will measure Lighting Control Cabinet as each individual lighting control cabinet unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------------|------|
| SPV.0060.20 | Lighting Control Cabinet | Each |

Payment is full compensation for furnishing and installing photo control, contactors, panel, distribution blocks, surge arrestor, flasher control, time clock, enclosure, grounding, wiring and electrical components; and mounting to the concrete base.

26. WisDOT Lighting Control Cabinet Type 3866, Item SPV.0060.21.

A Description

This special provision describes furnishing and installing a lighting control cabinet with all electrical components and wiring assembled.

B Materials

B.1 Contactors

Furnish an open type, 2 pole, 30 Amp, 600V electrically held contactor with 120V control coil as required for each proposed circuit.

B.2 Photocell

Furnish a button type photocell and install as shown on the detail. The photocell shall be rated for 120V, 1500W with 30-60 second delay between "on-off" operations.

B.3 Panel

Furnish a 120/240-volt, 100A main lugs only, single-phase, 24-circuit panel board in a 14 inch (approximate) wide NEMA 1 enclosure. 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.

B.4 Selector Switches

Furnish "Hand-Off-Auto" switch to control all lighting circuits. Provide a "Hand-Off-Auto" legend plate for the switch.

B.5 Cabinet Enclosure

The cabinet type shall be Type 3866 as detailed in the plans. Applicable code working clearances shall be maintained between equipment mounted within the enclosure.

The front of the Cabinet shall be a one piece door, vented. There shall not be a removable cover.

B.6 Surge Arrester

Furnish a surge suppressor to protect the panel board. The surge suppressor 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, and approximate dimensions of 4.54"Hx2.58"Wx2.22"D. Connect the surge suppressor to the branch circuit breaker as indicated on the plans.

B.7 Field Wiring Termination Blocks

All connections from the field wiring to equipment in the lighting control cabinet shall be made through termination blocks. Provide quantity of channel mount, NEMA type single terminal blocks as indicated on plans that are capable of holding #12 to #1/0 wire with solderless box lugs, for power, neutral and grounding connections. Mount the terminal blocks on a mounting channel of appropriate length with end anchors and an end barrier. Each terminal block shall have a label indicating the appropriate circuit number, neutral (N) or ground (G) wire connected to block; handwritten numbers and letters are not acceptable means of identification. Make connections from the underground field wiring to the equipment in the lighting control cabinet through distribution blocks.

B.8 Convenience GFI Receptacle and Cabinet Light Fixture

Furnish a 20 ampere, 120 volt commercial grade GFI duplex receptacle within a galvanized steel outlet box with cover. 150 watt, 250 volt commercial grade lamp holder with galvanized steel box and 60 watt incandescent bulb.

B.9 Fan

Furnish a 120 volt thermostat controlled cabinet fan. Fan shall have 15-degree increment setting with a range between 90 – 150 degrees Fahrenheit. Mount and set thermostatic control as the department directs.

B.11 Incidental Materials

Secure all wiring using screw attachment type straps; adhesive type shall not be allowed.

C Construction

Assemble the control cabinet as shown on the plans. Pretest the cabinet prior to shipment to the site. Mount all equipment to panel in enclosure. Train the cables in straight horizontal and vertical directions and be parallel next to and adjacent to other cables whenever possible. Mount the cabinet to the concrete base per the manufacturer's requirements.

D Measurement

The department will measure WisDOT Lighting Control Cabinet Type 3866 as each individual lighting control cabinet unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV 0060.21 | WisDOT Lighting Control Cabinet Type 3866 | Each |

Payment is full compensation for furnishing and installing photo control, contactors, panel, distribution blocks, surge arrestor, enclosure, grounding, wiring and electrical components; and mounting to the concrete base.

27. BEAT-SSCC-CM-28 Crash Cushion System, Item SPV.0060.30.**A Description**

This work includes installing a Box-beam burster Energy Absorbing Terminal, Single-sided crash cushion, concrete mount and all applicable connections.

B Materials

BEAT-SSCC-CM-28 Crash Cushion System components shall meet requirements and specifications as distributed by:

ROAD SYSTEMS, INC.
P. O. Box 2163
Big Spring, Texas 79721
Phone: (432) 263-2435
FAX: (432) 267-4039
Technical Support and Marketing Phone: (330) 346-0721

Supply the system design, specifications, and supporting documentation to the department for review and acceptance no later than 21 days prior to commencement of installation of the system.

C. Construction

Construction of the crash cushion system shall be in accordance to the manufacturer. The Installation Manual can be downloaded from RSI web site: www.roadsystems.com.

C.1 Concrete Mounting Pad

Construct a concrete mounting pad, 6" depth, according to manufacturer's recommendations. Concrete shall meet requirements of standard spec 602.

C.2 Attach Anchorage and Spacer and Rigid Wall

Attach according to manufacturers recommendations, exceptions herein as provided.

Attach the anchor bracket of the welded/tapered anchor rail to the rigid hazard using an embedded 1" threaded rod and 4"x4"x1/4" square washers. The high strength fully threaded rod must meet or exceed ASTM A449 or A193 B7 specifications.

Epoxy the threaded rod directly into the hazard to an embedment depth of 9". Provide epoxy with an ultimate bond capacity exceeding 95.2kips in shear and 69.5 kips in tension. Minimum 2-day cure bond strength shall meet or exceed 1800 psi.

The epoxy shall meet or exceed requirements of:

- ASTM C 881-90, Type IV, Grade 2 and 3, Class A, B, and C (except gel times).
- AASHTO M235, Type IV, Grade 3, Class A, B, C (except gel times).

D Measurement

The department will measure BEAT-SSCC-CM-28 Crash Cushion System by each individual installed unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------------------------|------|
| SPV.0060.30 | BEAT-SSCC-CM-28 Crash Cushion System | Each |

Payment is full compensation for furnishing and installing BEAT-SSCC-CM-28 Crash Cushion System and the 6" mounting pad.

28. Concrete Curb and Gutter Cure and Seal Treatment, Item SPV.0090.10.

A Description

This work includes treating all newly constructed concrete curb and gutter with a surface cure and seal treatment as shown on plans, and as hereinafter provided.

B Materials

The treating material shall conform to ASTM C1315, ASTM C309, and AASHTO M148 specifications and be produced by a manufacturer on the approved list.

C Construction

Application rates for the treating material shall be in accordance to the manufacturer's specifications.

D Measurement

The department will measure Concrete Curb and Gutter Cure and Seal Treatment by the linear foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0090.10 | Concrete Curb and Gutter Cure and Seal Treatment | LF |

Payment is full compensation for furnishing and applying Concrete Curb and Gutter Cure and Seal Treatment.

29. Fence Chain Link Polymer Coated 6-FT, Item SPV.0090.20; 8-FT, Item SPV.0090.30.

A Description

This special provision describes furnishing and installing a new polymer-coated fence system on structures in accordance to the pertinent plan details, as directed by the engineer and as hereinafter provided. The color of all components in this fence system shall be the same and shall be as specified on the plans.

B Materials

All materials for this fence system shall be new stock, free from defects impairing strength, durability, and appearance. Fabric shall be produced by methods recognized as good commercial practice. Wire used in the manufacture of the fabric shall be capable of being woven into fabric without the polymer-coating cracking or peeling. Pipes used in framework shall be straight, true to section and free of defects. All burrs at the ends of pipes shall be removed before galvanizing. The polymer-coating shall be a dense impervious covering, applied without voids, tears or cuts that reveal the substrate. Excessive roughness, bubbles, blisters and flaking in the polymer-coating will be a basis for rejection.

B1 Fabric

Provide steel chain link fence fabric that conforms to the requirements of ASTM F668, Class 2b, a polymer-coating fused and adhered to wire that is zinc-coated. Provide fabric woven from 9-gage wire using plan specified mesh size, diamond pattern, with both the top and bottom selvages knuckled. The minimum breaking strength of the wire shall be 1290 lbs. The color of polymer-coating shall conform to the requirements of ASTM F934.

B2 Framework

Provide steel rails, posts and post sleeves conforming to the requirements of ASTM F1083, Standard Weight Pipe (Schedule 40) of the size (O.D.) and weight as shown on the plans. The minimum yield strength shall be 30,000 psi and the minimum tensile strength shall be 48,000 psi. These components shall be zinc-coated inside and outside by the hot-dip process as stated in ASTM F1083. Provide polymer-coating over zinc-coating that conforms to ASTM F1043. The color of polymer-coating shall conform to the requirements of ASTM F934, and match the color of the other fence components. Weld base plate to posts or post sleeves and complete any additional welding of components before galvanizing.

B3 Fittings

Provide end post caps, line post caps, top rail sleeves, rail ends, line rail clamps, brace bands, tension bands, tension bars, and tie wires that are steel and conform to the requirements of ASTM F626. Tie wires shall be round and 9-gage wire. These

components (excluding tie wires) shall be zinc-coated by the hot-dip process as stated in ASTM F626. Provide polymer-coating over zinc-coating on components (excluding tie wires) that conforms to the requirements of ASTM F626. For tie wires, provide polymer-coating on wire that is zinc-coated using the same procedure as used for the wires in the fence fabric. End post caps and line post caps shall fit tightly over posts to prevent moisture intrusion. Supply dome style caps for end posts and loop type caps for line posts. The color of polymer-coating shall conform to the requirements of ASTM F934, and match the color of the other fence components.

B4 Bolts

All bolts are to be supplied with lock washers and nuts. Use galvanized steel bolts, nuts and washers per plan details.

B5 Tests

B5.1 Fabric and Tie Wire

| | |
|-------------------------------|------------------|
| Breaking Strength: | ASTM A370 |
| Zinc-Coating Requirements | |
| Weight of Zinc-Coating: | ASTM A90 |
| Polymer-Coating Requirements | |
| Thickness of Polymer-Coating: | ASTM F668 |
| Adhesion: | ASTM F668 |
| Accelerated Aging Test: | ASTM F668, D1499 |
| Mandrel Bend Test: | ASTM F668 |

B5.2 Framework

| | |
|-------------------------------|-------------------|
| Tensile and Yield Strength: | ASTM E8 |
| Zinc-Coating Requirements | |
| Weight of Zinc-Coating: | ASTM A90 |
| Polymer-Coating Requirements | |
| Thickness of Polymer-Coating: | ASTM E376 |
| Adhesion: | ASTM F1043 |
| Accelerated Aging Test: | ASTM F1043, D1499 |

B5.3 Fittings

| | |
|-------------------------------|--|
| Zinc-Coating Requirements | |
| Weight of Zinc-Coating: | ASTM A90 |
| Polymer-Coating Requirements | |
| Thickness of Polymer-Coating: | ASTM F626 |
| Adhesion: | ASTM F1043 (same test as for framework) |
| Accelerated Aging Test: | ASTM F1043, D1499 (same test as for framework) |

B6 Submittals

In addition to the Engineer, send submittals listed in this section to the name below for informational purposes:

David Nelson
WisDOT (Bureau of Structures)
4802 Sheboygan Ave. (Room 601)
PO Box 7916
Madison, WI 53707

B6.1 Shop Drawings

Submit shop drawings showing the details of fence construction. Show the fence height, post spacing, rail location, and all dimensions necessary for the construction of the chain link fence. Label the end posts, line posts, rails, post sleeves, top rail sleeves, bolts and fittings. State the polymer-coating type used on the fabric, framework and fittings and the Class of coating used on the fabric. State the color of polymer-coating to be used on the fence components. For the fabric, state the wire gage, mesh size, and type of selvages used. For the framework, state the size (O.D.) and unit weight for the posts and rails. For the fittings, state the size for top rail sleeves, brace bands, tension bands, tension bars, line rail clamps, size and type of bolts, and the tie wire gage. State the material type used for fabric, framework, and fittings. Also give the breaking strength for the fabric wire and the tensile and yield strength properties for the framework.

B6.2 Specification Compliance

Submit certification of compliance with material specifications. Provide material certification and test documentation for fabric, framework, fittings and hardware that shows that all materials meet or exceed the specifications of this contract and the tests in B5. This document shall provide the name, address and phone number of the manufacturer, and the name of a contact person.

C Construction

C1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and condition of materials is in conformance with these specifications. If polymer-coating is damaged, contractor shall repair or replace components as necessary to the approval of the engineer at no additional cost to the Owner. Carefully store material off the ground to ensure proper ventilation and drainage and to provide protection against damage caused by ground moisture. Handle all polymer-coated material with care.

C2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to polymer-coated surfaces, touch-up the finish in conformance with the manufacturer's recommendations. Provide touch-up coating such that repairs are not visible from a distance of 6-feet. If damage is beyond repair, the fencing component shall be replaced at no additional cost to the Owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

C3 General

Install the chain link fence in accordance to ASTM F567 and the manufacturer's instructions. The contractor shall provide staff that is thoroughly familiar with the type of construction involved and materials and techniques specified. Chain link fabric shall be installed on the side of the posts indicated on the plans. Fabric shall be attached to the end posts with tension bars and tension bands. It shall be attached to rails, and posts without tension bands, with tie wires. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Install top rail to pass through line post caps and form a continuous brace between end posts. Minimum length of top rail between splices shall be 20-feet. Splice top rail at joints with sleeves for a rigid connection. Locate splices near $\frac{1}{4}$ point of post spacing. Heads of bolts shall be on the side of the fence adjacent to pedestrian traffic.

D Measurement

The department will measure Fence Chain Link Polymer Coated 6-Ft. by the linear foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------------------------|------|
| SPV.0090.20 | Fence Chain Link Polymer Coated 6-Ft. | LF |
| SPV.0090.30 | Fence Chain Link Polymer Coated 8-Ft | LF |

Payment is full compensation for fabricating, galvanizing and polymer-coating all fence components, and transporting to jobsite; for erecting components to create a polymer-coated fence system, including any touch-up and repairs.

30. Casing Pipe Open Cut 24-Inch, Item SPV.0090.50.

A Description

This special provision describes furnishing and installing new steel casing pipe for future utilities as shown on the plans and as hereinafter provided.

B Materials

B.1 Pipe

New steel pipe with continuously welded joints, ASTM A139, Grade B, or ASTM A53, Grade B. Minimum wall thickness shall be 0.406 in.

B.2 Pipe End Caps

Removable metal or plastic end caps suitable for closing ends of casing pipe until utility lines are installed at a future date.

B.3 Granular Bedding and Backfill

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand).

Aggregate shall pass a 3/4 in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

C Construction

C.1 Verification of Existing Casing Pipe

One week prior to installing new casing pipes, expose both ends of indicated existing casing pipe under STH 35. Report location and invert elevations to engineer so that invert elevations for new casing pipes can be verified with the City of River Falls municipal utility.

C.2 Trenching and Backfilling

Place casing pipes by open trench method.

Excavate and finish the trench to the depth required to provide a uniform base for the placement of 4 inches of granular bedding beneath the pipe. Level granular bedding to provide continuous bearing and support for the pipe. Following installation of the pipe, place granular backfill around the pipe, carefully worked under the haunches of the pipe and extended to one foot above the top of the pipe. Material native to the trench may be used for bedding and initial backfill provided it meets the requirements specified above for granular bedding and backfill.

Backfill material for casing pipe from one foot above the top of pipe to the surface shall be material from trench excavation that is free of organic material and meets the approval of the engineer. Mechanically compact backfill material to a minimum of 95% of the maximum dry density as determined by the Standard Proctor Test (ASTM D-698).

Re-compact backfill material not meeting the above compaction requirements at no additional cost. Cost for additional testing required on re-compacted materials shall be at the contractor's expense.

C.3 Laying and Jointing

Lay pipe accurately to the line and grade as designated.

Steel casing pipe may be installed in sections with field joints welded in accordance to ASME Code Requirements for single-welded butt joints.

Secure the pipe in place with approved backfill material tamped around it. Keep trenches water-free and as dry as possible during bedding, laying, and jointing and for as long a period as required to permit proper execution of the work.

At times when piping laying is not in progress, close the open ends of pipe with caps or plugs to prevent the entry of foreign material. Prior to final backfilling, remove all foreign material from the pipe and install end caps to close pipe until needed in future.

C.4 Dewatering

Keep the trench free of water during installation. Provide all dewatering measures necessary to maintain a water free trench including but not limited to DNR permits and management of pumped water to prevent erosion and siltation downstream of point of discharge. Dewatering shall be considered incidental to this item of work.

C.5 Marking

Mark each end of casing pipe with a 4-in. x 4-in. pressure treated wood post extending from top of casing pipe to a point 6-in. below finished grade.

D Measurement

The department will measure Casing Pipe Open Cut 24-Inch by the linear foot, acceptably completed.

E Basis of Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------------|------|
| SPV.0090.50 | Casing Pipe Open Cut 24-Inch | LF |

Payment is full compensation for verifying the location and inverts of existing casing pipe, for furnishing and installing new casing pipe including excavation and backfill, and for capping and marking ends of casing pipe.

31. Concrete Crack Mitigation and Repair Special, Item SPV.0105.10.

A Description

This special provision describes work in accordance to standard spec 415, and as hereinafter provided.

B (Vacant)

C Construction

Provide the engineer with HIPERPAV analysis 3 days prior to the placement of Concrete Pavement 9 and 9.5 Inch Special. If 7 calendar days elapse between staging paving operations, an additional analysis of HIPERPAV may be requested by the engineer.

If cracks occur, selection of repair type shall be as specified in Procedure 4.24 of the Construction and Materials Manual (CMM).

D Measurement

The department will measure Concrete Crack Mitigation and Repair Special as a single lump sum unit of work, acceptably completed.

E Payment

Delete entire standard spec 415.5.3 and replace with the following.

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0105.10 | Concrete Crack Mitigation and Repair Special | LS |

Payment is full compensation for performing mix design HIPERPAV analysis, mix design adjustments and corrections as per Project Concrete Crack Mitigation and Repair Special, all PCC pavement repairs, mobilization, all necessary traffic control devices; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

50% payment of this item will be paid to the contractor after the completion of the first HIPERPAV analysis. The remaining 50% will be paid for upon final project acceptance.

32. Construction Staking Concrete Pavement Joint Layout, Item SPV.0105.20.

A Description

This work shall consist of staking the location of all joints on the project, including mainline and intersections to accommodate the concrete paving operation. The contractor shall set all points necessary to establish the horizontal position of the dowel bar sets and saw joints in the concrete pavement in accordance to the plans or as directed by the engineer.

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Mark the location of all concrete joints in the field. Make joint adjustments as required to fit field conditions, traffic staging, or as directed by the engineer.

D Measurement

The department will measure Construction Staking Concrete Pavement Joint Layout as a single lump sum unit of work, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0105.20 | Construction Staking Concrete Pavement Joint Layout | LS |

Payment is full compensation for survey work necessary to locate all dowel bar sets and saw joints on the mainline and intersections, for adjustments to match field conditions and traffic staging.

33. Construction Staking Concrete Roundabout Radio Road, Item SPV.0105.30, North Ramp Terminal, Item SPV.0105.40, and South Ramp Terminal, Item SPV.0105.50.

A Description

This work consists of staking the horizontal and vertical position of the subgrade, concrete pavement, curb, curb and gutter, and truck apron colored concrete at the roundabout as shown in the plans.

B (Vacant)

C Construction

Perform Construction Staking Concrete Roundabout in accordance to the pertinent provisions of standard spec 650.

D Measurement

The department will measure Construction Staking Concrete Roundabout (Location) as a single lump sum unit of work, acceptably completed. Limits of the construction staking concrete roundabout include the circular roadway, inclusive of the outer diameter inward, and 25 linear feet of each roadway approach and exit, including all curb and gutter and medians within these limits.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0105.30 | Construction Staking Concrete Roundabout Radio Road | LS |
| SPV.0105.40 | Construction Staking Concrete Roundabout North Ramp Terminal | LS |
| SPV.0105.50 | Construction Staking Concrete Roundabout South Ramp Terminal | LS |

Payment is full compensation for Construction Staking Concrete Roundabout work necessary to locate and set all construction stakes; for maintaining, relocating, and resetting construction stakes at the roundabout throughout all project stages.

The department will not make final payment for this bid item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 21 days of completing this work. The department will deduct from payments due the contractor for the additional costs specified in standard spec 105.6.

34. Construction Staking Project Layout , SPV.0105.60.

A Description

This work shall consist of providing the contractor performed staking for initial layout under standard spec 650. This work shall also consist of all additional layout work needed to construct any item of work that is not paid for under a separate construction staking bid item, needed to complete the project.

B (Vacant)

C Construction

Supplement standard spec 650.3.1 to include:

(8) To obtain any necessary information from the contract documents, furnish, set, reference, and maintain all stakes and markings necessary to establish the location and elevation needed to construct any item of work that is not paid for under a separate construction staking bid item.

(9) During construction, the contractor may submit requests for staking or layout information not included in the plan, or that, which cannot be determined from the plans or standard detail drawings. The department is responsible for staking delays only if the engineer receives that request at least 72 hours before related work begins and that work is a controlling item of work.

D Measurement

The department will measure Construction Staking Project Layout as a single lump sum unit of work, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------------------------------|------|
| SPV.0105.60 | Construction Staking Project Layout | LS |

Payment is for full compensation for survey work necessary to provide locate and layout information necessary to construct all items of work that are not paid for under a separate construction staking bid item, for adjustments to match field conditions and traffic staging, for furnishing all labor, tools, stakes, flags, equipment, and incidentals necessary to complete the contract work.

35. Concrete Sidewalk Cure and Seal Treatment, Item SPV.0165.20.

A Description

This work includes treating all newly constructed concrete sidewalk with a surface cure and seal treatment as shown on plans, and as hereinafter provided.

B Materials

The treating material shall conform to ASTM C1315, ASTM C309, and AASHTO M148 specifications and be produced by a manufacturer on the approved list.

C Construction

Application rates for the treating material shall be in accordance to the manufacturer's specifications.

D Measurement

The department will measure Concrete Sidewalk Cure and Seal Treatment by the square foot, acceptably completed.

E. Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0165.20 | Concrete Sidewalk Cure and Seal Treatment | SF |

Payment is full compensation for furnishing and applying Concrete Sidewalk Cure and Seal Treatment.

36. Concrete Pavement 9.0-Inch Special, Item SPV.0180.10; Concrete Pavement 9.5-Inch Special, Item SPV.0180.20; Concrete Pavement Approach Slab Special, Item SPV.0180.30.

A Description

This special provision describes construction of doweled concrete pavement in accordance to standard spec 415, standard spec 710, and standard spec 715, as shown on the plans, and as hereinafter provided.

B Materials**B.1 Concrete Mixtures**

Supplement subsection 715.2 with the following:

Concrete mix designs shall be the responsibility of the contractor. Provide the concrete mix designs necessary to accommodate contractor's operations and contractor scheduling according to the traffic provisions and the prosecution and progress provisions included in the plan. At least 7 business days before producing concrete, submit concrete mix documentation to the engineer for approval. Approval of the design mix does not relieve the contractor of the responsibility for meeting contractual requirements located within the traffic provisions and the prosecution and progress provisions.

If the geological composition of the coarse aggregate is primarily igneous or metamorphic materials, modify and supplement standard spec 415, standard spec 710, and standard spec 715 with the following:

1. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for Portland cement. For binary mixes use up to 15% fly ash or slag, except for slip-formed work the contractor may use up to 20% slag. For ternary mixes use up to 25% fly ash and slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
2. 100% of the aggregate shall pass the 1-inch sieve.

Use of recycled concrete for coarse aggregate will not be allowed.

C Construction

C.1 Construction Methods

Supplement standard spec 415.3.16.1 (2) as follows:

At anytime during pavement placement or after pavement placement, the engineer may require coring to supplement the probing testing operation for conforming thickness verification to compliment normal QV testing. The coring will be completed at department expense.

D Measurement

The department will measure Concrete Pavement 9.0 and 9.5-Inch Special and Concrete Pavement Approach Slab Special by area in square yards, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0180.10 | Concrete Pavement 9.0-Inch Special | SY |
| SPV.0180.20 | Concrete Pavement 9.5-Inch Special | SY |
| SPV.0180.30 | Concrete Pavement Approach Slab Special | SY |

Delete standard spec 415.5.3 and replace with special provision Project Concrete Crack Mitigation and Repair, Item SPV.0105.10.

37. Cleaning, Grading and Shaping Existing Ditch, SPV.0180.40.

A Description

This work includes removing deposits of silt, sand, grass, rocks, and deleterious materials from existing ditches at locations selected by the engineer or as designated on the plans. This work also includes grading and shaping the selected areas, if necessary, to reestablish a flow line.

B (Vacant)

C Construction

Clean and shape the ditches sufficiently to allow proper hydraulic flow, with a minimum ditch gradient of 0.30%, and in a manner suitable to the engineer.

D Measurement

The department will measure Cleaning, Grading and Shaping Existing Ditch, in area by the square yard around the flowline of the ditch, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0180.40 | Cleaning, Grading and Shaping Existing Ditch | SY |

Payment is for full compensation for removing and properly disposing of deleterious material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

The finishing items of salvaged topsoil, fertilizer, seed, mulch, and riprap (if required) will be measured and paid under their respective items.

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

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

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

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 5 (number) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

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

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

IV. TRANS TRAINING

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

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
 - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
 - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
 - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
 - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
 - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
 - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
 - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. Department's DBE Evaluation Process

a. Documentation Submittal

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

i. Bidder Meets DBE Goal

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

ii. Bidder Does Not Meet DBE Goal

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
 - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
 - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

5. Department's Criteria for Good Faith Effort

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. *See Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
 - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
 - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
 - i. Provide the following information along with department form DT1202:
 - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
 - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office
6150 Fond du Lac Ave.
Milwaukee, WI 53218
Phone: 414-438-4583 / 608-266-6961
Fax: 414-438-5392
E-mail: DOTDBESupportServices@dot.wi.gov

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation

Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

9. Commercially Useful Function

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

10. Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

11. Manufacturers and Suppliers

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

12. DBE Prime

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

13. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

14. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

15. DBE Replacement

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://www.dot.wisconsin.gov/business/engrserv/docs/policyreplacingdbe.pdf>

16. Changes to the approved DBE Commitment Form DT1506

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

17. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

18. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

APPENDIX A
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have some one contact me at this number

Prime Contractor 's Contact Person

| |
|--------------|
| |
| Phone: _____ |
| Fax: _____ |
| Email: _____ |
| _____ |

DBE Contractor Contact Person

| |
|-------------|
| |
| Phone _____ |
| Fax _____ |
| Email _____ |
| _____ |

Please circle the jobs and items you will be quoting below

| | | | | | | | |
|--------------|---|---|---|---|---|---|---|
| Proposal No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| County | | | | | | | |

WORK DESCRIPTION:

| | | | | | | | |
|---------------------------------|---|---|---|---|---|---|---|
| Clear and Grub | X | | X | X | | X | X |
| Dump Truck Hauling | X | | X | X | | X | X |
| Curb & Gutter/Sidewalk, Etc. | X | | X | X | | X | X |
| Erosion Control Items | X | | X | X | | X | X |
| Signs and Posts/Markers | X | | X | X | | X | X |
| Traffic Control | | X | X | X | | X | X |
| Electrical Work/Traffic Signals | | X | X | X | | X | |
| Pavement Marking | | X | X | X | X | X | X |
| Sawing Pavement | | X | X | X | X | X | X |
| QMP, Base | X | X | | X | X | X | X |
| Pipe Underdrain | X | | | X | | | |
| Beam Guard | | | | X | X | X | X |
| Concrete Staining | | | | | | | X |
| Trees/Shrubs | X | | | | | | X |

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D
Good Faith Effort Evaluation Guidance
Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
 - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
 - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
 - c. Add attachments to a sub-quote
 - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

ADDITIONAL SPECIAL PROVISION 4

Payment to 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.

ADDITIONAL SPECIAL PROVISIONS 5**Fuel Cost Adjustment****A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

| (1) Earthwork. | | Unit | Gal. Fuel Per Unit |
|----------------|-------------------|------|-----------------------|
| 205.0100 | Excavation Common | CY | 0.23 |
| 205.0200 | Excavation Rock | CY | 0.39 |
| 205.0400 | Excavation Marsh | CY | 0.29 |
| 208.0100 | Borrow | CY | 0.23 |
| 208.1100 | Select Borrow | CY | 0.23 |
| 209.0100 | Backfill Granular | CY | 0.23 |
| 350.0102 | Subbase | CY | 0.28 |
| 350.0104 | Subbase | Ton | 0.14 |
| 350.0115 | Subbase 6-Inch | SY | 0.05 |
| 350.0120 | Subbase 7-Inch | SY | 0.05 |
| 350.0125 | Subbase 8-Inch | SY | 0.06 |
| 350.0130 | Subbase 9-Inch | SY | 0.07 |
| 350.0135 | Subbase 10-Inch | SY | 0.08 |
| 350.0140 | Subbase 11-Inch | SY | 0.09 |
| 350.0145 | Subbase 12-Inch | SY | 0.09 |

C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.90 per gallon.

D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \left(\frac{CFI}{BFI} - 1 \right) \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

| | | | |
|-------|-----|---|--------------------------------------|
| Where | FA | = | Fuel Cost Adjustment (plus or minus) |
| | CFI | = | Current Fuel Index |
| | BFI | = | Base Fuel Index |
| | Q | = | Monthly total gallons of fuel |

E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

ADDITIONAL SPECIAL PROVISION 6
ASP 6 - Modifications to the standard specifications

Make the following revisions to the 2013 edition of the standard specifications:

106.3.4.3.1 General

Replace paragraph two with the following effective with the November 2012 letting:

- (2) Required sampling and testing methodologies and documentation are specified in CMM chapter 8.
 - (3) If disputed, approval of materials and components, as well as acceptance of the work incorporating those materials or components, is subject to review under the QMP dispute resolution process.
-

107.17.3 Railroad Insurance Requirements

Replace the entire text with the following effective with the August 2012 letting:

- (1) If required by the special provisions, provide or arrange for a subcontractor to provide railroad protective liability insurance in addition to the types and limits of insurance required in 107.26. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the railroad right of way or premises of the railroad and until the department has accepted the work as specified in 105.11.2.4.
- (2) Provide railroad protective liability insurance coverage written as specified in 23 CFR part 646 subpart A. Provide a separate policy for each railroad owning tracks on the project. Ensure that the railroad protective liability insurance policies provide the following minimum limits of coverage:
 - 1. Coverage A, bodily injury liability and property damage liability; \$2 million per occurrence.
 - 2. Coverage B, physical damage to property liability; \$2 million per occurrence.
 - 3. An annual aggregate amount of \$6 million that shall apply separately to each policy renewal or extension.
- (3) Obtain coverage from insurance companies licensed to do business in Wisconsin that have an A.M. Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.
- (4) Submit the following to each railroad owning tracks on the project as evidence of that railroad's respective coverage:
 - 1. A certificate of insurance for the types and limits of insurance specified in 107.26.
 - 2. The railroad protective liability insurance policy or other acceptable documentation to the railroad company.
- (5) Submit the following to the region as evidence of the required coverage:
 - 1. A copy of the letter to the railroad company transmitting the submittal documents specified in 107.17.3(4).
 - 2. A certificate of insurance for the required railroad protective liability coverages.
- (6) Do not begin work on the right of way or premises of the railroad company until the region receives the submittals specified in 107.17.3(5) and notification from the railroad company that the contractor has provided sufficient insurance information to begin work.
- (7) Notify the railroad and the region immediately upon cancellation or initiating cancellation, whichever is earlier, or any material change in coverage. Cease operations within 50 feet of the railroad right of way immediately if insurance is cancelled or reduced. Do not resume operations until the required coverage is in force.

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph four with the following effective with the December 2012 letting:

- (4) The department will randomly test each design mixture at the following minimum frequency:
- FOR TONNAGES TOTALING:
- Less than 501 tons no tests required
- From 501 to 5,000 tons..... one test
- More than 5,000 tons..... add one test for each additional 5,000-ton increment

501.2.1 Portland Cement

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Use cement conforming to ASTM specifications as follows:
- Type I portland cement; ASTM C150.
 - Type II portland cement; ASTM C150.
 - Type III portland cement; ASTM C50, for high early strength.
 - Type IP portland-pozzolan cement; ASTM C595, except maximum loss on ignition is 2.0 percent.
 - Type IS portland blast-furnace slag cement; ASTM C595.
 - Type IL portland-limestone cement; ASTM C595, except maximum nominal limestone content is 10 percent with no individual test result exceeding 12.0 percent.

501.2.5.5 Sampling and Testing

Replace the entire text with the following effective with the January 2013 letting:

- (1) Sample and test aggregates for concrete according to the following:
- | | |
|--|---------------------------|
| Sampling aggregates | AASHTO T2 |
| Lightweight pieces in aggregate | AASHTO T113 |
| Material finer than No. 200 sieve | AASHTO T11 |
| Unit weight of aggregate | AASHTO T19 |
| Organic impurities in sands | AASHTO T21 |
| Sieve analysis of aggregates | AASHTO T27 |
| Effect of organic impurities in fine aggregate | AASHTO T71 |
| Los Angeles abrasion of coarse aggregate | AASHTO T96 |
| Freeze-thaw soundness of coarse aggregate..... | AASHTO T103 |
| Sodium sulfate soundness of aggregates | AASHTO T104 |
| Specific gravity and absorption of fine aggregate | AASHTO T84 |
| Specific gravity and absorption of coarse aggregate | AASHTO T85 |
| Flat & elongated pieces based on a 3:1 ratio..... | ASTM D4791 ^[1] |
| Sampling fresh concrete | AASHTO R60 |
| Making and curing concrete compressive strength test specimens | AASHTO T23 |
| Compressive strength of molded concrete cylinders | AASHTO T22 |

^[1] As modified in CMM 8-60.

501.2.6 Fly Ash

Replace paragraph three with the following effective with the March 2013 letting:

- (3) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.

501.3.1.1.1 Air-Entrained Concrete

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Prepare air-entrained concrete with type I, IL, II, IS, or IP portland cement and sufficient air-entraining admixture to produce concrete with the air content specified in 501.3.2.4.

503.2.2 Concrete

Replace paragraph five with the following effective with the March 2013 letting:

- (5) Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use non-air-entrained concrete. Use type I, IL, IS, , IP, II, or III portland cement. The contractor may replace up to 30 percent of type I, IL, II, or III portland cement with an equal weight of fly ash, slag, or a combination of fly ash and slag, except for prestressed box girders and slabs, the contractor shall replace 20-30 percent of the cement with fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.6 and slag conforms to 501.2.7. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.2 for air-entrained concrete. Use only size No. 1 coarse aggregate conforming to 501.2.5.4.

506.3.22 Shop Inspection

Replace paragraph one with the following effective with the July 2010 letting:

- (1) The engineer or an independent inspection agency under department contract may inspect all structural steel and miscellaneous metals furnished. The department will provide the contractor with monthly consultant inspection invoices and identify any quality deficiencies at the fabrication facility.

506.5 Payment

Add paragraph nine as follows effective with the June 2010 letting:

- (9) The department will limit costs for inspections conducted under 506.3.2 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

507.2.2.1 General

Replace paragraph four with the following effective with the December 2012 letting:

- (4) Ensure that there are no unsound knots or knot holes. Also ensure that there are no tight knots of a diameter exceeding one-quarter of the greater dimension at the point where they occur. Measure a knot by taking its diameter at right angles to the length of the timber. Ensure that the sum of sizes of all knots in any one-foot length does not exceed 2 times the size of the largest allowed single knot. The engineer will treat cluster knots as if they were a single knot. A cluster knot is 2 or more knots grouped together, with the fibers of the wood deflected around the entire unit.

512.3.1 Driving and Cutting Off

Replace the entire text with the following effective with the December 2012 letting:

512.3.1.1 General

- (1) Coordinate driving operations to prevent damage or displacement of concrete in substructure units or damage to adjacent facilities due to vibrations.
- (2) Drive sheeting with a variation of 1/4 inch or less per foot from the vertical or from the batter the plans show. Ensure that the sheetpiles are within 6 inches of the plan position after driving. Do not damage sheetpiles attempting to correct for misalignment.

- (3) Remove and replace, or otherwise correct, sheetpiles the engineer deems unacceptable under 105.3. Submit details of planned corrections to the engineer for review and approval before initiating any corrective actions.
- (4) Drive sheetpiles to or beyond the required tip elevation the plans show.

512.3.1.2 Driving System

- (1) Furnish a sheetpile driving system capable of driving the sheetpiles to the required minimum tip elevation the plans show.
- (2) The engineer may order the contractor to remove a pile driving system component from service if it causes insufficient energy transfer or damages the sheetpiles. Do not return a component to service until the engineer determines that it has been satisfactorily repaired or adjusted.
- (3) Drive sheetpiles with diesel, air, steam, gravity, hydraulic, or vibratory hammers.

512.3.1.3 Cut-Offs

- (1) Cut off sheetpiles at the elevations the plans show or as the engineer directs. Pile cut-offs become the property of the contractor. Dispose of cut-offs not incorporated into the work.

518.2.1 General

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Furnish portland cement and water as specified in 501.2. Unless the engineer allows an alternate, use either type I, IL, IS, , or IP portland cement.

526.3.3 Temporary Structures

Replace paragraphs two through four with the following effective with the January 2013 letting:

- (2) Inspect temporary structures conforming to the National Bridge Inspection Standards (NBIS) and the department's structure inspection manual before opening to traffic. Perform additional inspections, as the department's structure inspection manual requires, based on structure type and time in service. Submit inspection reports on department form DT2007 to the engineer and electronic copies to the department's bureau of structures maintenance section. Ensure that a department-certified active team leader, listed online in the department's highway structures information system (HSIS), performs the inspections.
- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.4. Contractor-furnished materials remain the contractor's property upon removal.

614.2.5 Wood Posts and Offset Blocks

Retitle and replace the entire text with the following effective with the July 2012 letting:

614.2.5 Posts and Offset Blocks

614.2.5.1 Wood Posts and Offset Blocks

- (1) Furnish sawed posts and offset blocks of one of the following species:

| | | | | |
|-------------|-----------------|----------------|-----------|------------|
| Douglas fir | Southern pine | Ponderosa pine | Jack pine | White pine |
| Red pine | Western hemlock | Western larch | Hem-fir | Oak |
- (2) Ensure that posts are the size the plans show and conform to the nominal and minimum dimensions tabulated in 507.2.2.3. The contractor does not have to surface the posts. Provide posts of the net length the plans show after setting and cut off.
- (3) Use stress graded posts rated at 1200 psi f_b or higher. Determine the stress grade rating for douglas fir, western larch, and southern pine as specified in 507.2.2.4.
- (4) For hem-fir, hemlock, red pine, white pine, jack pine, ponderosa pine, and oak conform to the following:

TABLE 614-1 PROPERTIES FOR WOOD POSTS AND BLOCKS

| SPECIES | | WESTERN HEMLOCK, HEM-FIR, RED PINE, WHITE PINE, JACK PINE, PONDEROSA PINE | | OAK | |
|----------------------------------|----------------|---|----------|---------|---------|
| MAXIMUM SLOPE OF GRAIN | | 1 in 15 | | 1 in 12 | |
| NOMINAL WIDTH OF FACE | | 6" | 8" | 6" | 8" |
| SHAKES, CHECKS, AND SPLITS | GREEN | 1" | 1 3/8" | 2 3/8" | 3 1/8" |
| | SEASONED | 1 1/2" | 2" | 2 5/8" | 3 1/2" |
| MAXIMUM WANE | | 1" | 1 3/8" | 1 1/8" | 1 5/8" |
| MAXIMUM ALLOWABLE KNOTS | NARROW FACE | MIDDLE 1/3 OF LENGTH | 1 3/8" | 1 5/8" | 2 1/8" |
| | | END ^[1] | 2 3/4" | 3 1/4" | 4 1/4" |
| | | SUM IN MIDDLE 1/2 OF LENGTH ^[2] | 11" | 13" | 17" |
| | WIDE FACE | EDGE KNOT N MIDDLE 1/3 OF LENGTH | 1 3/8" | 1 5/8" | |
| | | EDGE KNOT AT END ^[1] | 2 3/4" 7 | 3 1/4" | |
| | | CENTERLINE | 1 3/8" | 1 7/8" | 2 1/4" |
| | | SUM IN MIDDLE 1/2 OF LENGTH | 5 1/2" | 7 1/2" | 9" |
| | | | | | 11 1/2" |

^[1] But do not exceed the maximum allowable knot on the centerline of the wide face of the same piece.

^[2] But do not exceed 4 times the maximum allowable knot on the centerline of the wide face of the same piece.

- (5) Pressure treat posts and offset blocks as specified in 507.2.2.6. Use one of the oil-soluble preservatives or chromated copper arsenate conforming to 507.2.3. Use the same material for offset blocks and posts and treat material used in each continuous installation with the same type of preservative.

614.2.5.2 Steel Posts

- (1) Furnish steel posts conforming to AASHTO M270 Grade 36 and galvanized according to AASTHO M111.

614.2.5.3 Plastic Offset Blocks

- (1) Furnish plastic offset blocks from the department's approved products list.

614.3.1 General

Replace the entire text with the following effective with the July 2012 letting:

- (1) Paint the ends of cut-off galvanized posts, rail, bolts, cut or drilled surfaces of galvanized components, and areas of damaged zinc coating with 2 coats of zinc dust/zinc oxide paint. Clean the damaged and adjacent areas thoroughly before applying paint.
- (2) Apply 2 coats of wood preservative to cut surfaces of wood components. Use the same preservative originally used to treat that component or use a 2-percent solution of copper naphthenate conforming to AWWA Standard P8 or P36.

614.3.2.1 Installing Posts

Replace paragraph four with the following effective with the July 2012 letting:

- (4) Cut post tops to the finished elevation the plans show.

628.2.13 Rock Bags

Replace paragraph one with the following effective with the November 2012 letting:

- (1) Furnish rock bags made of a porous, ultraviolet resistant, high-density polyethylene or geotextile fabric that will retain 70% of its original strength after 500 hours of exposure according to ASTM D4355 and a minimum in-place filled size of 18-inches long by 12-inches wide by 6-inches high. Ensure that the fabric conforms to the following:

| TEST REQUIREMENT | METHOD | VALUE |
|--------------------------|------------|------------------------------|
| Minimum Tensile | ASTM D4632 | |
| Machine direction | | 70 lb minimum |
| Cross direction | | 40 lb minimum |
| Elongation | ASTM D4632 | |
| Machine direction | | 20% minimum |
| Cross direction | | 10 % min |
| Puncture | ASTM 4833 | 65 lbs minimum |
| Minimum Apparent Opening | | 0.0234 inches (No. 30 sieve) |
| Maximum Apparent Opening | | 0.0787 inches (No. 10 sieve) |

639.2.1 General

Replace paragraph two with the following effective with the March 2013 letting:

- (2) For grout use fine aggregate conforming to 501.2.5.3 and type I, IL, IS, or IP portland cement.

649.3.1 General

Replace paragraphs three and four with the following effective with the March 2013 letting:

- (3) For pavements open to all traffic, apply centerline and no-passing barrier line markings as follows:
- On intermediate pavement layers, including milled surfaces, on the same day the pavement is placed or milled.
 - On the upper layer of pavement, on the same day the pavement is placed unless the contractor applies permanent marking on the same day the pavement is placed.

If weather conditions preclude same-day application, apply as soon as weather allows. Do not resume next-day construction operations until these markings are completed unless the engineer allows otherwise.

- (4) If required to apply no passing zone temporary pavement marking, reference the beginning and end of all existing no-passing barrier lines. Apply temporary no-passing barrier lines at those existing locations. If the contract contains the Locating No-Passing Zones bid item, relocate the no-passing zones as specified in section 648 for permanent marking.

701.4.2 Verification Testing

Replace paragraph two with the following effective with the December 2012 letting:

- (2) The department will sample randomly at locations independent of the contractor's QC tests and use separate equipment and laboratories. The department will conduct a minimum of one verification test for each 5 contractor QC tests unless specific QMP provisions specify otherwise.

715.2.3.1 Pavements

Replace paragraph two with the following effective with the March 2013 letting:

- (2) Provide a minimum cement content of 565 pounds per cubic yard, except if using type I, IL, or III portland cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.

715.3.1.3 Department Verification Testing

Replace paragraph one with the following effective with the December 2012 letting:

- (1) The department will perform verification testing as specified in 701.4.2 except as follows:
 - Air content, slump, and temperature: a minimum of 1 verification test per lot.
 - Compressive strength: a minimum of 1 verification test per lot.

Errata

Make the following corrections to the 2013 edition of the standard specifications:

102.12 Public Opening of Proposals

Correct 102.12(1) errata by changing htm to shtm in the web link.

- (1) The department will publicly open proposals at the time and place indicated in the notice to contractors. The department will post the total bid for each proposal on the Bid Express web site beginning at 9:30 AM except as specified in 102.8. If a proposal has no total bid shown, the department will not post the bid. After verification for accuracy under 103.1, the department will post bid totals on the department's HCCI web site.

<http://roadwaystandards.dot.wi.gov/hcci/bid-letting/index.shtm>

107.22 Contractor's Responsibility for Utility Facilities, Property, and Services

Correct errata by eliminating references to the department. Costs are determined by statute.

- (3) If the contractor damages or interrupts service, the contractor shall notify the utility promptly. Coordinate and cooperate with the utility in the repair of the facility. Determine who is responsible for repair costs according to Wisconsin statutes 66.0831 and 182.0175(2).
-

204.3.2.2 Removing Items

Correct errata by changing the reference from 490.3.2 to 490.3.

- (5) Under the Removing Asphaltic Surface Milling bid item, remove and dispose of existing asphaltic pavement or surfacing by milling at the location and to the depth the plans show. Mill the asphaltic pavement or surfacing as specified for milling salvaged asphaltic pavement in 490.3.
-

501.2.9 Concrete Curing Materials.

Correct errata by changing AASHTO M171 to ASTM C171.

- (4) Furnish polyethylene-coated burlap conforming to ASTM C171 for white burlap-polyethylene sheets.
-

506.2.6.5.2 Pad Construction

Correct errata by changing ASTM A570 to ASTM A1011.

- (4) For the internal steel plates use rolled mild steel conforming to ASTM A36, or ASTM A1011 grade
-

512.3.3 Painting

Correct errata by changing 511.3.5 to 550.3.11.3.

- (1) Paint permanent steel sheet piling as specified for painting steel piling in 550.3.11.3.

513.2.2.8 Toggle BoltsCorrect errata by changing ASTM A570 to ASTM A1011.

- (1) Use toggle bolts made of steel, conforming to the plans. Make the assembly from the material specified below:

Toggle bolt and pin Cold finished steel heat-treated Brinell 311-363 ASTM A354.
 Toggle washer Hot rolled steel ASTM A1011. Manufacturer's standard washer.
 Spacer nut Grade 1213, ASTM A108. Cold finished steel heat-treated ASTM A325.

660.2.1 GeneralCorrect errata by changing section 511 to 550.

- (1) Furnish materials conforming to the following:

Concrete section 501
 Concrete bridges section 502
 Luminaires section 659
 Steel piling section 550
 Steel reinforcement..... section 505

660.3.2.3 Pile Type FoundationsCorrect errata by changing section 511 to 550.

- (1) Drive piles as specified in for steel piling in section 550.

701.3 Contractor TestingCorrect errata by updating AASHTO T141 to AASHTO R60 and changing AASHTO T309 to ASTM C1064.

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

TABLE 701-2 TESTING STANDARDS

| TEST | TEST STANDARD |
|--|----------------------------|
| Washed P 200 analysis | AASHTO T11 ^[1] |
| Sieve analysis of fine and coarse aggregate | AASHTO T27 ^[1] |
| Aggregate moisture | AASHTO T255 ^[1] |
| Sampling freshly mixed concrete | AASHTO R60 |
| Air content of fresh concrete | AASHTO T152 ^[2] |
| Concrete slump | AASHTO T119 ^[2] |
| Concrete temperature | ASTM C1064 |
| Concrete compressive strength | AASHTO T22 |
| Making and curing concrete cylinders | AASHTO T23 |
| Standard moist curing for concrete cylinders | AASHTO M201 |

^[1] As modified in CMM 8-60.

^[2] As modified in CMM 8-70.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

**ADDITIONAL SPECIAL PROVISION 9
Electronic Certified Payroll Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see section 3.2 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

<http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/docs/crc-basic-info.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

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

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

Goals for Minority Participation for Each Trade:

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

Goals for female participation for each trade: 6.9%

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

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

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

As referred to in this section, the Director means:

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

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

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

APRIL 2012

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.

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these Buy America provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/hidden/ws4567.doc>

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
ST. CROIX COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on April 1, 2012

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

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

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

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

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

| <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|---|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| Bricklayer, Blocklayer or Stonemason | 32.66 | 15.92 | 48.58 |
| Carpenter | 31.79 | 16.15 | 47.94 |
| Future Increase(s): Add \$1.20/hr on 5/1/2012. | | | |
| Cement Finisher | 29.35 | 15.05 | 44.40 |
| Electrician | 28.74 | 17.86 | 46.60 |
| Future Increase(s): Add \$.50/hr. effective 06/04/2012. | | | |
| Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | | | |
| Fence Erector | 35.62 | 0.00 | 35.62 |
| Ironworker | 34.05 | 20.37 | 54.42 |
| Future Increase(s): Add \$.95/hr. on 5/1/2012 | | | |
| Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. | | | |
| Line Constructor (Electrical) | 35.97 | 18.08 | 54.05 |
| Painter | 20.85 | 7.34 | 28.19 |
| Pavement Marking Operator | 28.97 | 15.95 | 44.92 |
| Piledriver | 28.11 | 23.37 | 51.48 |
| Roofer or Waterproofer | 21.60 | 11.12 | 32.72 |
| Teledata Technician or Installer | 21.26 | 6.25 | 27.51 |
| Tuckpointer, Caulker or Cleaner | 33.73 | 15.23 | 48.96 |
| Underwater Diver (Except on Great Lakes) | 36.20 | 18.81 | 55.01 |
| Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 33.87 | 16.10 | 49.97 |
| Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY | 28.78 | 16.21 | 44.99 |
| Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 25.18 | 13.07 | 38.25 |
| Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 23.38 | 12.48 | 35.86 |

| <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|---|---|---------------------------------------|--------------|
| | <u>\$</u> | <u>\$</u> | <u>\$</u> |
| Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.30 | 10.97 | 32.27 |

TRUCK DRIVERS

| | | | |
|--|-------|-------|-------|
| Single Axle or Two Axle | 22.35 | 16.19 | 38.54 |
| Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. | | | |
| Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | | | |
| Three or More Axle | 22.50 | 16.19 | 38.69 |
| Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. | | | |
| Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | | | |
| Articulated, Euclid, Dumptor, Off Road Material Hauler | 26.77 | 18.90 | 45.67 |
| Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. | | | |
| Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | | | |
| Pavement Marking Vehicle | 23.84 | 14.77 | 38.61 |
| Shadow or Pilot Vehicle | 24.76 | 15.35 | 40.11 |
| Truck Mechanic | 24.91 | 15.35 | 40.26 |

LABORERS

| | | | |
|--|-------|-------|-------|
| General Laborer | 26.92 | 13.45 | 40.37 |
| Future Increase(s): 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 Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | | | |
| Asbestos Abatement Worker | 21.50 | 8.77 | 30.27 |
| Landscaper | 26.92 | 13.45 | 40.37 |
| Future Increase(s): 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 Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | | | |
| Flagperson or Traffic Control Person | 23.55 | 13.45 | 37.00 |
| Future Increase(s): 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 Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise. | | | |

| <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|--|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 23.97 | 0.00 | 23.97 |
| Railroad Track Laborer | 17.00 | 5.71 | 22.71 |

HEAVY EQUIPMENT OPERATORS

| | | | |
|--|-------|-------|-------|
| Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). | 34.22 | 18.90 | 53.12 |
|--|-------|-------|-------|

Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).

| | | | |
|---|-------|-------|-------|
| Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. | 33.72 | 18.90 | 52.62 |
|---|-------|-------|-------|

Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).

| | | | |
|---|-------|-------|-------|
| Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle | 33.22 | 18.90 | 52.12 |
|---|-------|-------|-------|

| <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|--|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | | | |
| 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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 32.96 | 18.90 | 51.86 |
| 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 \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | 32.67 | 18.90 | 51.57 |
| Fiber Optic Cable Equipment. | 21.00 | 4.05 | 25.05 |

SUPERSEDES DECISION WI20070010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

DECISION NUMBER: W1080010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: December 21, 2012

| LABORERS CLASSIFICATION: | Basic Hourly Rates | Fringe Benefits | | Basic Hourly Rates | Fringe Benefits |
|--|--------------------|-----------------|--|--------------------|-----------------|
| Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler | \$26.92 | 13.45 | | | |
| Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); | 27.02 | 13.45 | | | |
| Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man | 27.07 | 13.45 | | | |
| Group 4: Line and Grade Specialist | 27.27 | 13.45 | | | |
| Group 5: Blaster and Powderman | 27.12 | 13.45 | | | |
| Group 6: Flagperson; Traffic Control | 23.55 | 13.45 | | | |
| | | | Truck Drivers: | | |
| | | | 1 & 2 Axles | 23.16 | 17.13 |
| | | | Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic | 23.31 | 17.13 |

CLASSES OF LABORER AND MECHANICS

| | | |
|--------------------------------------|-------|------------|
| Bricklayer | 30.42 | 16.07 |
| Carpenter (W. of Hwy. 65) | 26.76 | 11.61 |
| Piledriverman (W. of Hwy. 65) | 26.76 | 11.61 |
| Carpenter (E. of Hwy. 65) | 30.48 | 15.80 |
| Millwright (E. of Hwy. 65) | 32.11 | 15.80 |
| Piledriverman (E. of Hwy. 65) | 30.98 | 15.80 |
| Ironworker | 34.15 | 21.20 |
| Cement Mason/Concrete Finisher | 31.52 | 16.30 |
| Electrician | | See Page 3 |
| Line Construction | | |
| Lineman | 38.25 | 18.00 |
| Heavy Equipment Operator | 34.43 | 16.71 |
| Equipment Operator | 30.60 | 15.41 |
| Heavy Groundman Driver | 26.78 | 14.11 |
| Light Groundman Driver | 24.86 | 13.45 |
| Groundsman | 21.04 | 12.16 |
| Painters | 24.11 | 12.15 |
| Well Drilling: | | |
| Well Driller | 16.52 | 3.70 |

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification 0, dated March 12, 2010; Modification 1, dated March 19, 2010; Modification 2, dated June 4, 2010; Modification 3, dated July 2, 2010; Modification 4, dated August 6, 2010; Modification 5, dated September 3, 2010; Modification 6, dated October 1, 2010; Modification 7, dated November 5, 2010; Modification 8, dated November 15, 2010; Modification 9, dated January 7, 2011; Modification #10 dated February 11, 2011; Modification #11 dated May 6, 2011; Modification #12 dated May 13, 2011; Modification #13 dated June 3, 2011; Modification #14 dated July 29, 2011; Modification #15 dated August 12, 2011; Modification #16 dated August 26, 2011; Modification #17 dated September 16, 2011; Modification #18 dated October 14, 2011; Modification #19 dated November 11, 2011; Modification #0, dated January 6, 2012; Modification #1 dated January 13, 2012; Modification #2 dated February 3, 2012; Modification #3 dated February 10, 2012; Modification #4 dated March 2, 2012; Modification #5 dated May 4, 2012; Modification #6 dated May 11, 2012; Modification #7 dated June 1, 2012; Modification #8 dated June 15, 2012; Modification #9 dated July 6, 2012; Modification #10 dated August 3, 2012; Modification #11 dated August 31, 2012; Modification #12 dated September 28, 2012; Modification #13 dated December 7, 2012; Modification #14 dated December 14, 2012; Modification #15 dated December 21, 2012.

SUPERSEDES DECISION WI20070010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

DECISION NUMBER: W1080010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: December 21, 2012

| <u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u> | <u>Basic Hourly Rates</u> | <u>Fringe Benefits</u> | <u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u> | <u>Basic Hourly Rates</u> | <u>Fringe Benefits</u> |
|---|---------------------------|------------------------|--|---------------------------|------------------------|
| Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer | \$35.22 | \$19.65 | (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator. | \$34.22 | \$19.65 |
| Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. | \$34.72 | \$19.65 | Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. | \$33.96 | \$19.65 |
| Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor | | | Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper. | \$33.67 | \$19.65 |
| | | | Group 6: Off - road material hauler with or without ejector..... | \$27.77 | \$19.65 |
| | | | Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours | | |

SUPERSEDES DECISION WI20070010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

DECISION NUMBER: W1080010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: December 21, 2012

LABORERS CLASSIFICATION: Rates Benefits

| | | | | |
|--|---------|-------|-----------|--|
| | | | Area 4 - | BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES. |
| Electricians | | | | |
| Area 1 | \$27.80 | 16.52 | | |
| Area 2: | | | | |
| Electricians..... | 29.13 | 17.92 | Area 5 - | ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES |
| Area 3: | | | | |
| Electrical contracts under \$130,000 | 26.24 | 16.85 | | |
| Electrical contracts over \$130,000 | 29.41 | 16.97 | | |
| Area 4: | 28.10 | 17.24 | | |
| Area 5 | 28.61 | 16.60 | | |
| Area 6 | 35.25 | 19.30 | Area 6 - | KENOSHA COUNTY |
| Area 8 | | | | |
| Electricians..... | 30.00 | 17.76 | Area 8 - | DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES |
| Area 9: | | | | |
| Electricians..... | 32.94 | 18.71 | Area 9 - | COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES |
| Area 10 | 28.97 | 19.55 | | |
| Area 11 | 31.27 | 23.12 | | |
| Area 12 | 32.87 | 19.23 | | |
| Area 13 | 32.20 | 21.64 | Area 10 - | CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES |
| Teledata System Installer | | | | |
| Area 14 | | | Area 11 - | DOUGLAS COUNTY |
| Installer/Technician | 21.89 | 11.83 | | |
| Sound & Communications | | | Area 12 - | RACINE (except Burlington township) COUNTY |
| Area 15 | | | | |
| Installer | 16.47 | 14.84 | Area 13 - | MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES |
| Technician..... | 24.75 | 16.04 | Area 14 - | Statewide. |
| Area 1 - | | | Area 15 - | DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES. |
| CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES. | | | | |
| Area 2 - | | | | |
| ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES | | | | |
| Area 3 - | | | | |
| FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township) | | | | |

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

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

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

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

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312036PROJECT(S):
7200-02-71FEDERAL ID(S):
WISC 2013088

CONTRACTOR : _____

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

SECTION 0001 CONTRACT ITEMS

| | | | | | | |
|------|--|-------------|------|--|---|---|
| 0010 | 201.0105 CLEARING | 109.000 | | | | |
| | | STA | . | | . | |
| 0020 | 201.0205 GRUBBING | 109.000 | | | | |
| | | STA | . | | . | |
| 0030 | 203.0100 REMOVING SMALL PIPE CULVERTS | 9.000 | | | | |
| | | EACH | . | | . | |
| 0040 | 203.0200 REMOVING OLD STRUCTURE (STATION) 01. STA. 197+88.31 | LUMP | LUMP | | | . |
| 0050 | 203.0200 REMOVING OLD STRUCTURE (STATION) 02. STA 195+97 | LUMP | LUMP | | | . |
| 0060 | 204.0100 REMOVING PAVEMENT | 2,271.000 | | | | |
| | | SY | . | | . | |
| 0070 | 204.0110 REMOVING ASPHALTIC SURFACE | 2,300.000 | | | | |
| | | SY | . | | . | |
| 0080 | 204.0150 REMOVING CURB & GUTTER | 1,363.000 | | | | |
| | | LF | . | | . | |
| 0090 | 204.0170 REMOVING FENCE | 6,162.000 | | | | |
| | | LF | . | | . | |
| 0100 | 205.0100 EXCAVATION COMMON | 112,687.000 | | | | |
| | | CY | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312036PROJECT(S):
7200-02-71FEDERAL ID(S):
WISC 2013088

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0110 | 205.0200 EXCAVATION ROCK | 198.000 CY | . | | . | |
| 0120 | 206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 02. B-55-0232 | LUMP | LUMP | | . | |
| 0130 | 206.2000 EXCAVATION FOR STRUCTURES CULVERTS (STRUCTURE) 01. B-55-0272 | LUMP | LUMP | | . | |
| 0140 | 206.2000 EXCAVATION FOR STRUCTURES CULVERTS (STRUCTURE) 02. B-55-0273 | LUMP | LUMP | | . | |
| 0150 | 208.0100 BORROW | 644,625.000 CY | . | | . | |
| 0160 | 208.1100 SELECT BORROW | 56,438.000 CY | . | | . | |
| 0170 | 210.0100 BACKFILL STRUCTURE | 8,545.000 CY | . | | . | |
| 0180 | 213.0100 FINISHING ROADWAY (PROJECT) 01. 7200-02-71 | 1.000 EACH | . | | . | |
| 0190 | 214.0100 OBLITERATING OLD ROAD | 2.000 STA | . | | . | |
| 0200 | 305.0110 BASE AGGREGATE DENSE 3/4-INCH | 8,736.000 TON | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312036PROJECT(S):
7200-02-71FEDERAL ID(S):
WISC 2013088

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0210 | 305.0120 BASE AGGREGATE DENSE 1 1/4-INCH | 41,945.000 TON | . | | . | |
| 0220 | 311.0115 BREAKER RUN | 825.000 CY | . | | . | |
| 0230 | 312.0110 SELECT CRUSHED MATERIAL | 26,886.000 TON | . | | . | |
| 0240 | 405.0100 COLORING CONCRETE RED | 316.000 CY | . | | . | |
| 0250 | 416.0508 CONCRETE ROUNDAABOUT TRUCK APRON 8-INCH | 1,426.300 SY | . | | . | |
| 0260 | 416.0620 DRILLED DOWEL BARS | 1,167.000 EACH | . | | . | |
| 0270 | 440.4410.S INCENTIVE IRI RIDE | 1,200.000 DOL | 1.00000 | | 1200.00 | |
| 0280 | 455.0135 ASPHALTIC MATERIAL PG58-34P | 57.000 TON | . | | . | |
| 0290 | 455.0145 ASPHALTIC MATERIAL PG64-34P | 769.000 TON | . | | . | |
| 0300 | 455.0605 TACK COAT | 2,427.000 GAL | . | | . | |
| 0310 | 460.1100 HMA PAVEMENT TYPE E-0.3 | 1,040.000 TON | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312036PROJECT(S):
7200-02-71FEDERAL ID(S):
WISC 2013088

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0320 | 460.1103 HMA PAVEMENT TYPE E-3 | 11,073.000 TON | . | | . | |
| 0330 | 460.1110 HMA PAVEMENT TYPE E-10 | 2,913.000 TON | . | | . | |
| 0340 | 460.2000 INCENTIVE DENSITY HMA PAVEMENT | 10,610.000 DOL | 1.00000 | | 10610.00 | |
| 0350 | 465.0105 ASPHALTIC SURFACE | 333.000 TON | . | | . | |
| 0360 | 465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES | 241.000 TON | . | | . | |
| 0370 | 465.0125 ASPHALTIC SURFACE TEMPORARY | 493.000 TON | . | | . | |
| 0380 | 465.0315 ASPHALTIC FLUMES | 209.000 SY | . | | . | |
| 0390 | 465.0400 ASPHALTIC SHOULDER RUMBLE STRIP | 7,542.000 LF | . | | . | |
| 0400 | 502.0100 CONCRETE MASONRY BRIDGES | 1,100.000 CY | . | | . | |
| 0410 | 502.3200 PROTECTIVE SURFACE TREATMENT | 2,320.000 SY | . | | . | |
| 0420 | 503.0146 PRESTRESSED GIRDER TYPE I 45W-INCH | 2,148.000 LF | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312036PROJECT(S):
7200-02-71FEDERAL ID(S):
WISC 2013088

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0430 | 504.0100 CONCRETE MASONRY CULVERTS | 2,894.000 CY | . | | . | |
| 0440 | 505.0405 BAR STEEL REINFORCEMENT HS BRIDGES | 19,350.000 LB | . | | . | |
| 0450 | 505.0410 BAR STEEL REINFORCEMENT HS CULVERTS | 224,670.000 LB | . | | . | |
| 0460 | 505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES | 200,800.000 LB | . | | . | |
| 0470 | 505.0610 BAR STEEL REINFORCEMENT HS COATED CULVERTS | 3,950.000 LB | . | | . | |
| 0480 | 506.2605 BEARING PADS ELASTOMERIC NON-LAMINATED | 40.000 EACH | . | | . | |
| 0490 | 506.4000 STEEL DIAPHRAGMS (STRUCTURE) 02.B-55-0232 | 36.000 EACH | . | | . | |
| 0500 | 516.0500 RUBBERIZED MEMBRANE WATERPROOFING | 203.000 SY | . | | . | |
| 0510 | 520.4018 CULVERT PIPE TEMPORARY 18-INCH | 52.000 LF | . | | . | |
| 0520 | 520.8000 CONCRETE COLLARS FOR PIPE | 3.000 EACH | . | | . | |
| 0530 | 521.0112 CULVERT PIPE CORRUGATED STEEL 12-INCH | 50.000 LF | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312036PROJECT(S):
7200-02-71FEDERAL ID(S):
WISC 2013088

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0540 | 521.0115 CULVERT PIPE CORRUGATED STEEL 15-INCH | 92.000 LF | . | | . | |
| 0550 | 521.0124 CULVERT PIPE CORRUGATED STEEL 24-INCH | 90.000 LF | . | | . | |
| 0560 | 521.0130 CULVERT PIPE CORRUGATED STEEL 30-INCH | 142.000 LF | . | | . | |
| 0570 | 521.0557 APRON ENDWALLS FOR PIPE ARCH SLOPED CROSS DRAINS STEEL 57X38-INCH 4 TO 1 | 2.000 EACH | . | | . | |
| 0580 | 521.0728 PIPE ARCH CORRUGATED STEEL 28X20-INCH | 200.000 LF | . | | . | |
| 0590 | 521.0742 PIPE ARCH CORRUGATED STEEL 42X29-INCH | 70.000 LF | . | | . | |
| 0600 | 521.0757 PIPE ARCH CORRUGATED STEEL 57X38-INCH | 60.000 LF | . | | . | |
| 0610 | 521.1012 APRON ENDWALLS FOR CULVERT PIPE STEEL 12-INCH | 2.000 EACH | . | | . | |
| 0620 | 521.1015 APRON ENDWALLS FOR CULVERT PIPE STEEL 15-INCH | 4.000 EACH | . | | . | |
| 0630 | 521.1030 APRON ENDWALLS FOR CULVERT PIPE STEEL 30-INCH | 6.000 EACH | . | | . | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312036PROJECT(S):
7200-02-71FEDERAL ID(S):
WISC 2013088

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0640 | 521.1242 APRON ENDWALLS FOR PIPE ARCH STEEL 42X29-INCH | 4.000 EACH | . | | . | |
| 0650 | 521.1524 APRON ENDWALLS FOR CULVERT PIPE SLOPED SIDE DRAINS STEEL 24-INCH 6 TO 1 | 2.000 EACH | . | | . | |
| 0660 | 521.1728 APRON ENDWALLS FOR PIPE ARCH SLOPED SIDE DRAINS STEEL 28X20-INCH 6 TO 1 | 4.000 EACH | . | | . | |
| 0670 | 522.0124 CULVERT PIPE REINFORCED CONCRETE CLASS III 24-INCH | 1,316.000 LF | . | | . | |
| 0680 | 522.0130 CULVERT PIPE REINFORCED CONCRETE CLASS III 30-INCH | 144.000 LF | . | | . | |
| 0690 | 522.0142 CULVERT PIPE REINFORCED CONCRETE CLASS III 42-INCH | 128.000 LF | . | | . | |
| 0700 | 522.0154 CULVERT PIPE REINFORCED CONCRETE CLASS III 54-INCH | 112.000 LF | . | | . | |
| 0710 | 522.0336 CULVERT PIPE REINFORCED CONCRETE CLASS IV 36-INCH | 264.000 LF | . | | . | |
| 0720 | 522.0560 CULVERT PIPE REINFORCED CONCRETE CLASS V 60-INCH | 336.000 LF | . | | . | |
| 0730 | 522.1012 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH | 3.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0740 | 522.1015 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 15-INCH | EACH 2.000 | . | | . | |
| 0750 | 522.1018 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH | EACH 22.000 | . | | . | |
| 0760 | 522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH | EACH 15.000 | . | | . | |
| 0770 | 522.1030 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 30-INCH | EACH 3.000 | . | | . | |
| 0780 | 522.1036 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 36-INCH | EACH 3.000 | . | | . | |
| 0790 | 522.1042 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 42-INCH | EACH 2.000 | . | | . | |
| 0800 | 522.1054 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 54-INCH | EACH 2.000 | . | | . | |
| 0810 | 522.1060 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 60-INCH | EACH 2.000 | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0820 | 523.0119 CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 19X30-INCH | 56.000 LF | . | | . | |
| 0830 | 523.0419 CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-IV 19X30-INCH | 56.000 LF | . | | . | |
| 0840 | 523.0519 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 19X30-INCH | 2.000 EACH | . | | . | |
| 0850 | 550.1100 PILING STEEL HP 10-INCH X 42 LB | 5,160.000 LF | . | | . | |
| 0860 | 601.0115 CONCRETE CURB TYPE G | 973.270 LF | . | | . | |
| 0870 | 601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A | 8,784.000 LF | . | | . | |
| 0880 | 601.0413 CONCRETE CURB & GUTTER 6-INCH SLOPED 30-INCH TYPE G | 554.000 LF | . | | . | |
| 0890 | 601.0415 CONCRETE CURB & GUTTER 6-INCH SLOPED 30-INCH TYPE J | 3,395.000 LF | . | | . | |
| 0900 | 601.0557 CONCRETE CURB AND GUTTER 6-INCH SLOPED 36-INCH TYPE D | 155.080 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0910 | 601.0580 CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R | 1,206.000 LF | . | | . | |
| 0920 | 601.0600 CONCRETE CURB PEDESTRIAN | 267.000 LF | . | | . | |
| 0930 | 602.0415 CONCRETE SIDEWALK 6-INCH | 41,164.000 SF | . | | . | |
| 0940 | 602.0515 CURB RAMP DETECTABLE WARNING FIELD NATURAL PATINA | 216.000 SF | . | | . | |
| 0950 | 603.8000 CONCRETE BARRIER TEMPORARY PRECAST DELIVERED | 1,775.000 LF | . | | . | |
| 0960 | 603.8125 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED | 2,538.000 LF | . | | . | |
| 0970 | 604.0400 SLOPE PAVING CONCRETE | 900.000 SY | . | | . | |
| 0980 | 606.0200 RIPRAP MEDIUM | 1,681.000 CY | . | | . | |
| 0990 | 606.0300 RIPRAP HEAVY | 178.000 CY | . | | . | |
| 1000 | 608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH | 190.000 LF | . | | . | |
| 1010 | 608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH | 1,327.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1020 | 608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH | 1,270.000 LF | . | | . | |
| 1030 | 608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH | 110.000 LF | . | | . | |
| 1040 | 608.0336 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 36-INCH | 244.000 LF | . | | . | |
| 1050 | 608.0415 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 15-INCH | 164.000 LF | . | | . | |
| 1060 | 608.0418 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 18-INCH | 108.000 LF | . | | . | |
| 1070 | 611.0530 MANHOLE COVERS TYPE J | 2.000 EACH | . | | . | |
| 1080 | 611.0624 INLET COVERS TYPE H | 67.000 EACH | . | | . | |
| 1090 | 611.0630 INLET COVERS TYPE HM-GJ | 16.000 EACH | . | | . | |
| 1100 | 611.0652 INLET COVERS TYPE T | 6.000 EACH | . | | . | |
| 1110 | 611.2005 MANHOLES 5-FT DIAMETER | 3.000 EACH | . | | . | |
| 1120 | 611.3004 INLETS 4-FT DIAMETER | 22.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1130 | 611.3230 INLETS 2X3-FT | 66.000 EACH | . | | . | |
| 1140 | 612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH | 326.000 LF | . | | . | |
| 1150 | 614.0150 ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD | 3.000 EACH | . | | . | |
| 1160 | 614.0220 STEEL THRIE BEAM BULLNOSE TERMINAL | 2.000 EACH | . | | . | |
| 1170 | 614.0230 STEEL THRIE BEAM | 300.000 LF | . | | . | |
| 1180 | 614.0395 GUARDRAIL MOW STRIP CONCRETE | 20.000 SY | . | | . | |
| 1190 | 614.0396 GUARDRAIL MOW STRIP ASPHALT | 382.000 SY | . | | . | |
| 1200 | 614.2300 MGS GUARDRAIL 3 | 675.000 LF | . | | . | |
| 1210 | 614.2500 MGS THRIE BEAM TRANSITION | 39.000 LF | . | | . | |
| 1220 | 614.2610 MGS GUARDRAIL TERMINAL EAT | 4.000 EACH | . | | . | |
| 1230 | 614.2620 MGS GUARDRAIL TERMINAL TYPE 2 | 3.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1240 | 618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. 7200-02-71 | 1.000 EACH | . | | . | |
| 1250 | 619.1000 MOBILIZATION | 1.000 EACH | . | | . | |
| 1260 | 620.0300 CONCRETE MEDIAN SLOPED NOSE | 831.000 SF | . | | . | |
| 1270 | 624.0100 WATER | 1,000.000 MGAL | . | | . | |
| 1280 | 625.0500 SALVAGED TOPSOIL | 269,284.000 SY | . | | . | |
| 1290 | 627.0200 MULCHING | 243,468.000 SY | . | | . | |
| 1300 | 628.1104 EROSION BALES | 363.000 EACH | . | | . | |
| 1310 | 628.1504 SILT FENCE | 9,069.000 LF | . | | . | |
| 1320 | 628.1520 SILT FENCE MAINTENANCE | 9,069.000 LF | . | | . | |
| 1330 | 628.1905 MOBILIZATIONS EROSION CONTROL | 5.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1340 | 628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL | 5.000 EACH | . | | . | |
| 1350 | 628.1920 CLEANING SEDIMENT BASINS | 20.000 CY | . | | . | |
| 1360 | 628.2004 EROSION MAT CLASS I TYPE B | 27,450.000 SY | . | | . | |
| 1370 | 628.2023 EROSION MAT CLASS II TYPE B | 15,646.000 SY | . | | . | |
| 1380 | 628.2033 EROSION MAT CLASS III TYPE B | 1,158.000 SY | . | | . | |
| 1390 | 628.6510 SOIL STABILIZER TYPE B | 5.000 ACRE | . | | . | |
| 1400 | 628.7005 INLET PROTECTION TYPE A | 97.000 EACH | . | | . | |
| 1410 | 628.7015 INLET PROTECTION TYPE C | 105.000 EACH | . | | . | |
| 1420 | 628.7504 TEMPORARY DITCH CHECKS | 495.000 LF | . | | . | |
| 1430 | 628.7555 CULVERT PIPE CHECKS | 41.000 EACH | . | | . | |
| 1440 | 628.7570 ROCK BAGS | 20.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1450 | 629.0210 FERTILIZER TYPE B | 454.000 CWT | . | | . | |
| 1460 | 630.0120 SEEDING MIXTURE NO. 20 | 3,508.000 LB | . | | . | |
| 1470 | 630.0140 SEEDING MIXTURE NO. 40 | 1,225.000 LB | . | | . | |
| 1480 | 630.0170 SEEDING MIXTURE NO. 70 | 108.000 LB | . | | . | |
| 1490 | 630.0300 SEEDING BORROW PIT | 871.000 LB | . | | . | |
| 1500 | 633.0100 DELINEATOR POSTS STEEL | 94.000 EACH | . | | . | |
| 1510 | 633.0500 DELINEATOR REFLECTORS | 127.000 EACH | . | | . | |
| 1520 | 633.5200 MARKERS CULVERT END | 28.000 EACH | . | | . | |
| 1530 | 634.0612 POSTS WOOD 4X6-INCH X 12-FT | 17.000 EACH | . | | . | |
| 1540 | 634.0614 POSTS WOOD 4X6-INCH X 14-FT | 45.000 EACH | . | | . | |
| 1550 | 634.0616 POSTS WOOD 4X6-INCH X 16-FT | 68.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1560 | 634.0618 POSTS WOOD 4X6-INCH X 18-FT | 20.000 EACH | . | | . | |
| 1570 | 634.0620 POSTS WOOD 4X6-INCH X 20-FT | 8.000 EACH | . | | . | |
| 1580 | 634.0622 POSTS WOOD 4X6-INCH X 22-FT | 3.000 EACH | . | | . | |
| 1590 | 635.0200 SIGN SUPPORTS STRUCTURAL STEEL HS | 6,150.000 LB | . | | . | |
| 1600 | 636.0100 SIGN SUPPORTS CONCRETE MASONRY | 18.000 CY | . | | . | |
| 1610 | 636.0500 SIGN SUPPORTS STEEL REINFORCEMENT | 580.000 LB | . | | . | |
| 1620 | 636.1000 SIGN SUPPORTS STEEL REINFORCEMENT HS | 980.000 LB | . | | . | |
| 1630 | 637.0101 SIGNS TYPE I | 2,039.500 SF | . | | . | |
| 1640 | 637.0202 SIGNS REFLECTIVE TYPE II | 1,856.340 SF | . | | . | |
| 1650 | 637.0620 SIGN FLAGS PERMANENT TYPE II | 46.000 EACH | . | | . | |
| 1660 | 638.2102 MOVING SIGNS TYPE II | 7.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1670 | 638.2601 REMOVING SIGNS TYPE I | 2.000 EACH | . | | . | |
| 1680 | 638.2602 REMOVING SIGNS TYPE II | 70.000 EACH | . | | . | |
| 1690 | 638.3000 REMOVING SMALL SIGN SUPPORTS | 64.000 EACH | . | | . | |
| 1700 | 638.3100 REMOVING STRUCTURAL STEEL SIGN SUPPORTS | 4.000 EACH | . | | . | |
| 1710 | 638.4000 MOVING SMALL SIGN SUPPORTS | 11.000 EACH | . | | . | |
| 1720 | 641.1200 SIGN BRIDGE CANTILEVERED (STRUCTURE) 01. S-55-0043 | LUMP | LUMP | | . | |
| 1730 | 641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 01. S-55-0041 | LUMP | LUMP | | . | |
| 1740 | 641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 02. S-55-0042 | LUMP | LUMP | | . | |
| 1750 | 642.5201 FIELD OFFICE TYPE C | 1.000 EACH | . | | . | |
| 1760 | 643.0200 TRAFFIC CONTROL SURVEILLANCE AND MAINTENANCE (PROJECT) 01. 7200-02-71 | 496.000 DAY | . | | . | |
| 1770 | 643.0300 TRAFFIC CONTROL DRUMS | 12,392.000 DAY | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1780 | 643.0420 TRAFFIC CONTROL BARRICADES TYPE III | 7,930.000 DAY | . | | . | |
| 1790 | 643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A | 15,516.000 DAY | . | | . | |
| 1800 | 643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C | 900.000 DAY | . | | . | |
| 1810 | 643.0800 TRAFFIC CONTROL ARROW BOARDS | 344.000 DAY | . | | . | |
| 1820 | 643.0900 TRAFFIC CONTROL SIGNS | 26,822.000 DAY | . | | . | |
| 1830 | 643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II | 8.000 EACH | . | | . | |
| 1840 | 643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE | 364.500 SF | . | | . | |
| 1850 | 643.1050 TRAFFIC CONTROL SIGNS PCMS | 30.000 DAY | . | | . | |
| 1860 | 643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 7200-02-71 | 1.000 EACH | . | | . | |
| 1870 | 643.3000 TRAFFIC CONTROL DETOUR SIGNS | 8,690.000 DAY | . | | . | |
| 1880 | 645.0105 GEOTEXTILE FABRIC TYPE C | 2,620.000 SY | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1890 | 645.0112 GEOTEXTILE FABRIC TYPE DF SCHEDULE B | 1,750.000 SY | . | | . | |
| 1900 | 645.0120 GEOTEXTILE FABRIC TYPE HR | 2,906.000 SY | . | | . | |
| 1910 | 645.0140 GEOTEXTILE FABRIC TYPE SAS | 5,153.000 SY | . | | . | |
| 1920 | 646.0106 PAVEMENT MARKING EPOXY 4-INCH | 48,100.000 LF | . | | . | |
| 1930 | 646.0600 REMOVING PAVEMENT MARKINGS | 3,200.000 LF | . | | . | |
| 1940 | 646.0841.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 4-INCH | 650.000 LF | . | | . | |
| 1950 | 646.0843.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 8-INCH | 8,120.000 LF | . | | . | |
| 1960 | 647.0456 PAVEMENT MARKING CURB EPOXY | 50.000 LF | . | | . | |
| 1970 | 647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH | 20.000 LF | . | | . | |
| 1980 | 647.0606 PAVEMENT MARKING ISLAND NOSE EPOXY | 5.000 EACH | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1990 | 647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH | 600.000 LF | . | | . | |
| 2000 | 648.0100 LOCATING NO-PASSING ZONES | 1.000 MI | . | | . | |
| 2010 | 650.4000 CONSTRUCTION STAKING STORM SEWER | 123.000 EACH | . | | . | |
| 2020 | 650.4500 CONSTRUCTION STAKING SUBGRADE | 21,652.000 LF | . | | . | |
| 2030 | 650.5000 CONSTRUCTION STAKING BASE | 10,026.000 LF | . | | . | |
| 2040 | 650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER | 3,561.000 LF | . | | . | |
| 2050 | 650.6000 CONSTRUCTION STAKING PIPE CULVERTS | 26.000 EACH | . | | . | |
| 2060 | 650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 01. B-55-0232 | LUMP | LUMP | | . | |
| 2070 | 650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 02. B-55-272 | LUMP | LUMP | | . | |
| 2080 | 650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 03. B-55-0273 | LUMP | LUMP | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2090 | 650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 04. S-55-0041 | LUMP | LUMP | | . | |
| 2100 | 650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 05. S-55-0042 | LUMP | LUMP | | . | |
| 2110 | 650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 06. S-55-0043 | LUMP | LUMP | | . | |
| 2120 | 650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT | 11,705.000 LF | . | | . | |
| 2130 | 650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 7200-02-71 | LUMP | LUMP | | . | |
| 2140 | 650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 7200-02-71 | LUMP | LUMP | | . | |
| 2150 | 650.9920 CONSTRUCTION STAKING SLOPE STAKES | 18,965.000 LF | . | | . | |
| 2160 | 652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH | 4,534.000 LF | . | | . | |
| 2170 | 652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH | 1,353.000 LF | . | | . | |
| 2180 | 653.0140 PULL BOXES STEEL 24X42-INCH | 25.000 EACH | . | | . | |

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| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2190 | 653.0222 JUNCTION BOXES 18X12X6-INCH | 2.000 EACH | . | | . | |
| 2200 | 654.0106 CONCRETE BASES TYPE 6 | 34.000 EACH | . | | . | |
| 2210 | 654.0210 CONCRETE CONTROL CABINET BASES TYPE 8 | 1.000 EACH | . | | . | |
| 2220 | 654.0217 CONCRETE CONTROL CABINET BASES TYPE 9 SPECIAL | 1.000 EACH | . | | . | |
| 2230 | 655.0610 ELECTRICAL WIRE LIGHTING 12 AWG | 7,056.000 LF | . | | . | |
| 2240 | 655.0625 ELECTRICAL WIRE LIGHTING 6 AWG | 29,341.000 LF | . | | . | |
| 2250 | 656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. CB 100 | LUMP | LUMP | | . | |
| 2260 | 656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 02. CB 200 | LUMP | LUMP | | . | |
| 2270 | 657.0255 TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE | 34.000 EACH | . | | . | |
| 2280 | 657.0327 POLES TYPE 6-ALUMINUM | 36.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2290 | 657.0715 LUMINAIRE ARMS TRUSS TYPE 4 1/2-INCH CLAMP 15-FT | 42.000 EACH | . | | . | |
| 2300 | 657.6005.S ANCHOR ASSEMBLIES LIGHT POLES ON STRUCTURES | 2.000 EACH | . | | . | |
| 2310 | 659.0115 LUMINAIRES UTILITY HPS 150 WATTS | 8.000 EACH | . | | . | |
| 2320 | 659.0125 LUMINAIRES UTILITY HPS 250 WATTS | 34.000 EACH | . | | . | |
| 2330 | 690.0150 SAWING ASPHALT | 4,408.000 LF | . | | . | |
| 2340 | 690.0250 SAWING CONCRETE | 2,449.000 LF | . | | . | |
| 2350 | 715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT | 15,780.000 DOL | 1.00000 | | 15780.00 | |
| 2360 | 715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES | 39,940.000 DOL | 1.00000 | | 39940.00 | |
| 2370 | ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR | 2,400.000 HRS | 5.00000 | | 12000.00 | |
| 2380 | ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR | 1,900.000 HRS | 5.00000 | | 9500.00 | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312036PROJECT(S):
7200-02-71FEDERAL ID(S):
WISC 2013088

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2390 | SPV.0060 SPECIAL 03. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 2 | 15.000 EACH | . | | . | |
| 2400 | SPV.0060 SPECIAL 05. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 3 | 17.000 EACH | . | | . | |
| 2410 | SPV.0060 SPECIAL 06. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 3R | 8.000 EACH | . | | . | |
| 2420 | SPV.0060 SPECIAL 07. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC WORDS | 34.000 EACH | . | | . | |
| 2430 | SPV.0060 SPECIAL 08. PAVEMENT MARKING CONTRAST GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 1 | 16.000 EACH | . | | . | |
| 2440 | SPV.0060 SPECIAL 09. PAVEMENT MARKING CONTRAST GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 2 | 14.000 EACH | . | | . | |
| 2450 | SPV.0060 SPECIAL 10. PAVEMENT MARKING CONTRAST GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 2R | 3.000 EACH | . | | . | |
| 2460 | SPV.0060 SPECIAL 11. PAVEMENT MARKING CONTRAST GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 3 | 14.000 EACH | . | | . | |

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CONTRACTOR : _____

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2470 | SPV.0060 SPECIAL 12. PAVEMENT MARKING CONTRAST GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 3R | EACH 6.000 | . | | . | |
| 2480 | SPV.0060 SPECIAL 13. PAVEMENT MARKING CONTRAST GROOVED PREFORMED THERMOPLASTIC WORDS | EACH 32.000 | . | | . | |
| 2490 | SPV.0060 SPECIAL 20. LIGHTING CONTROL CABINET | EACH 1.000 | . | | . | |
| 2500 | SPV.0060 SPECIAL 21. WISDOT LIGHTING CONTROL CABINET TYPE 3866 | EACH 1.000 | . | | . | |
| 2510 | SPV.0060 SPECIAL 30. BEAT-SSCC-CM-28 CRASH CUSHION SYSTEM | EACH 1.000 | . | | . | |
| 2520 | SPV.0090 SPECIAL 10. CONCRETE CURB AND GUTTER CURE AND SEAL TREATMENT | LF 15,272.000 | . | | . | |
| 2530 | SPV.0090 SPECIAL 20. FENCE CHAIN LINK POLYMER COATED 6-FT | LF 28.000 | . | | . | |
| 2540 | SPV.0090 SPECIAL 30. FENCE CHAIN LINK POLYMER COATED 8-FT | LF 217.000 | . | | . | |
| 2550 | SPV.0090 SPECIAL 42. PAVEMENT MARKING CONTRAST GROOVED PREFORMED THERMOPLASTIC CROSSWALK 6" | LF 360.000 | . | | . | |

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| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2560 | SPV.0090 SPECIAL 44. PAVEMENT MARKING CONTRAST GROOVED PREFORMED THERMOPLASTIC EDGE LINE EXT 18" | 320.000 LF | . | | . | |
| 2570 | SPV.0090 SPECIAL 50. CASTING PIPE OPEN CUT 24-INCH | 1,280.000 LF | . | | . | |
| 2580 | SPV.0105 SPECIAL 10. CONCRETE CRACK MITIGATION AND REPAIR SPECIAL | LUMP | LUMP | | . | |
| 2590 | SPV.0105 SPECIAL 20. CONSTRUCTION STAKING CONCRETE PAVEMENT JOINT LAYOUT | LUMP | LUMP | | . | |
| 2600 | SPV.0105 SPECIAL 30. CONSTRUCTION STAKING CONCRETE ROUNDABOUT RADIO ROAD | LUMP | LUMP | | . | |
| 2610 | SPV.0105 SPECIAL 40. CONSTRUCTION STAKING CONCRETE ROUNDABOUT NORTH RAMP TERMINAL | LUMP | LUMP | | . | |
| 2620 | SPV.0105 SPECIAL 50. CONSTRUCTION STAKING CONCRETE ROUNDABOUT SOUTH RAMP TERMINAL | LUMP | LUMP | | . | |
| 2630 | SPV.0105 SPECIAL 60. CONSTRUCTION STAKING PROJECT LAYOUT | LUMP | LUMP | | . | |
| 2640 | SPV.0165 SPECIAL 20. CONCRETE SIDEWALK CURE AND SEAL TREATMENT | 41,164.000 SF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2650 | SPV.0180 SPECIAL 10. CONCRETE PAVEMENT 9. 0-INCH SPECIAL | 15,852.000 SY | . | | . | |
| 2660 | SPV.0180 SPECIAL 20. CONCRETE PAVEMENT 9. 5-INCH SPECIAL | 16,590.000 SY | . | | . | |
| 2670 | SPV.0180 SPECIAL 30. CONCRETE PAVEMENT APPROACH SLAB SPECIAL | 410.000 SY | . | | . | |
| 2680 | SPV.0180 SPECIAL 40. CLEANING, GRADING AND SHAPING EXISTING DITCH | 400.000 SY | . | | . | |
| | SECTION 0001 TOTAL | | | | . | |
| | TOTAL BID | | | | . | |

PLEASE ATTACH SCHEDULE OF ITEMS HERE